STATEMENT OF FACTS

IN RELATION TO THE

Settlement on the Island of A'Vache,

NEAR HAYTI, W. I.,

OF A COLONY UNDER

BERNARD KOCK,

WITH

Documentary Evidence and Affidavits.

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Statement of Facts, *in relation to the* Colonization of Negroes on the Island of A'Vache.

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At the opening of the Great Exhibition in London, in the Spring of 1862, I saw two bales of Haytien cotton exhibited, the excellent qualities of which impressed me with the idea that cotton culture might be pursued to great advantage in a country so fertile but thinly settled as Hayti. Being informed, at the same time, of her present President's favorable disposition towards the progress of his country, and the development of its resources, I immediately resolved to proceed thither on a voyage of exploration. 2

After having arranged my private affairs, and procured some letters of introduction to eminent parties in Port au Prince, I embarked at Southampton, England, on the 17th of May, 1862, on board of the W. I. mail steamer for Jacmel; landed there on the 3d of June following, and started the same day, on horseback, for Port au Prince, the capital of Hayti, where I arrived on the following evening. 3

President Geffrard, received me most cordially, and promised me his hearty assistance, in case I should execute my project of an extensive agricultural enterprise, giving me, at the same time, some practical advice and information regarding the country and its resources.

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4 I then looked around, and in a few days ascertained that the adjacent uninhabited islands, belonging to Hayti, offered, from their isolated position, &c., the nature and quality of their soil and timber, the most advantageous field for an enterprise like the one I had projected.

After having searched the history of each of these islands, from the early time of the French occupation of St. Domingo, and having obtained from practical men who had explored them, a description of their soil, timber and general resources, I discerned that the island of A'Vache, at the south of Hayti, offered the most advantages, espe-
5 cially for the culture of cotton, the best paying staple of the moment. To obtain a long and favorable lease of this island, and to work it with American negroes, was then my programme, this combination of the principal requirements for the success of my enterprise, viz.: the land and labor, being at that time singularly favored by the accumulation, on the hands of the United States Government, of large numbers of negroes, enfranchised by the policy of the said Government and the operations of war.

I immediately commenced my endeavors to obtain the
6 lease. Although I had the President of Hayti in my favor, I had to contend with the opposition of the Cabinet and of the Nation at large, in short with the old prejudices of the free colored race of that country, against the white man, producing distrust, jealousy and hatred on account of the latter's superiority.

It was a herculean task, but by dint of a proper management and an iron energy, I obtained, on the 8th of August, 1862, a twenty years' lease, with conditions just such as I wanted them (*vide* translation of Haytien charter hereto annexed and marked Document No. 1). I had now to
7 proceed to the States, in order to procure the suitable quantity and quality of hands.

In the meantime I had formed an intimate acquaintance with Dr. Leopold Müller of Port au Prince, at that time Surgeon-General of the Republic of Hayti. This gentleman had resided four years at the city of Aux Cayes, situated in the South of Hayti, in sight of the island of A'Vache, which island lies eight miles to the southeast of Aux Cayes. He owns, together with a Mr. E. Dutertre,

the best, and in fact the only fine plantation in the South- 8
ern department of Hayti, viz.: the plantation known as Perigny, where they had just then successfully tried the culture of cotton. Both these gentlemen, from personal examination and analyses of the soil of the island of A Vache confirmed me in my impression, that the largest part of the island was cotton land, and moreover Mr. Dutertre, a practical planter, who with an eye to the culture of cotton, had examined our lands in Florida, where the best class of cotton, the sea island staple, grows, assured me that the said island had all the elements of soil 9
and climate to produce long stapled cotton. Mr. Dutertre informed me also, that ever since the reign of Soulouque, he had himself endeavored to obtain a lease of the island, but that his several offers to that effect had never been entertained.

In possession of this information, it was useless for me to waste another two months time and a heavy expense on a personal exploring expedition; and after having obtained from Dr. Muller the promise to gather for me such additional information, with regard to my island, its history and rosources, as he might be able to obtain, and to have some 10
cotton planted as a trial on the island, I embarked on the 14th of August, 1862, for New York, on board the *Haytien* man-of-war steamer, the "22d December," agreeably to an invitation on the part of President Geffrard.

I arrived at New York on the 28th August, 1862, and proceeded to Washington a few days after.

President Lincoln was, at that very time, engaged in the scheme of colonizing negroes in Central America, and seemed to be quite in favor of it, to the exclusion of any similar proposition.

It was not until the close of October, when the above 11
scheme had proved to be impossible, that I saw a chance of success, having, however, before found out that I should have to treat directly with the President, his Minister of State being opposed to colonization on principle, and being engaged, at that very time, in efforts to defeat that policy altogether, by his colonization circular to tho foreign powers holding colonies, who were of course not expected to accept the impossible conditions expressed in such circular.

12 I proposed to the President to colonize on my island 5,000 of the so called contrabands, on certain conditions (which were afterwards agreed upon), and which contained all that could be wished, for the welfare and prosperity of the suffering people of that class.

The moment I perceived a probability of making this contract, I wrote to Dr. Muller in Port au Prince, and instructed him to engage for me the services of his brother, Mr. Eugene Muller, who was at that time superintendent of the above mentioned Perigny plantation. I added an
13 order for the latter to take immediately formal possession for me of the island of A'Vache; to build on the bay of Ferret, the most eligible place for a first settlement, two creole houses, each thirty feet by sixty, for the temporary occupation of the emigrants; to buy and hold ready for me some horses and cattle, which I would require on my arrival; and lastly, to make a proper survey of the island, and to report to me on the same as soon as practicable, instructing him to engage such a force of creole laborers as he would deem necessary for the above requirements, and
14 for the clearing of the place of settlement preparatory to the arrival of the colony; on the receipt of this letter Mr. Eugene Muller entered my services, and faithfully carried out the directions I had given him therein. His subsequent reports of survey, together with additional information about the island by his brother, all of which I received prior to my departure from the States, gave me a clear topographical outline of the island.

Meanwhile, I pushed on in Washington the consummation of my proposed contract. I had to surmount and fight difficulties and intrigues of so serious a nature as to daunt the bravest. On the 51st of December, 1862, at 9 o'clock
15 P. M., I finally submitted the contract to the President, of which a synopsis is hereto annexed, marked Document No. 2, having written it myself in duplicate the previous night. It was read to the President by a United States Senator, a supporter of the colonization policy, and was signed by the former and by me on the following morning, in the presence of the Senator, who then handed me both copies, the one for my use, and the other to be filed in the Department of the Interior. The Secretary of this department

received his copy on the evening of the 2d January, 1863, 16
and advised me at the same time that it was the duty of the Secretary of State to certify to the signature of the President on my copy.

Upon enquiry at the latter department, I was informed by the Assistant Secretary of State, that such certificate was necessary and that I was to call for my signed and sealed copy the next day at noon. When I called at the appointed time and place, I was first told by the Assistant Secretary that he could not get it signed before Monday, 5th January, 1863, and that he then would send it to my address, but the Secretary of State entering at the moment, 17
refused the delivery of my document altogether, even unsigned, for which I applied, giving in a strange manner, as a reason for the withholding of my property, that neither I nor the President had the right to make such a contract.

It was fully a fortnight afterwards before I could get an official explanation of this high handed measure; but I obtained at last an interview with President Lincoln, who stated to me that sundry charges or rather reports had been made against me, adverse to my character and to my intentions regarding the enterprise in question. I stated to 18
him the facts which, as I considered, completely refuted all these reports, and was convinced by the manner and intimations of the President, that he fully comprehended their absurdity and want of plausibility, and, as the whole of them seemed to have had the effect of causing in the President's mind the suspicion that I intended to receive from the Government, according to said contract, the bonus of $50 per head for the 5,000 negroes, and then "clear out," I proposed that if he would see me and the property shipped and escorted by a convoy to my island, the *Alabama* being then in the West India waters, I would re- 19
linquish all payment before my departure, and receive it only at such a time, as he should be advised by his own agent, that I had properly established the colony and fulfilled my part of the contract. This proposal seemed to satisfy the President. He told me that he would send for the contract the following day, examine it again, and do me justice. The next day I could not obtain an interview, and being tired of losing time, and feeling assured by the

20 last words of the President that I had removed the obstacles to the execution of my contract, I returned to New York in order to initiate the enterprise, after having obtained by actual engagements of negroes in and around Washington, the certainty that I could induce thousand of them to join me as soon as I might be ready to take them.

I then endeavored to find in New York a suitable party whom to associate with me in the enterprise. I needed additional funds towards a first outlay, and a name that, by representing the enterprise in New York, would seal forever the respectability of its character and give our govern-
21 ment faith in it against any further attacks that might be made.

Towards the beginning of March, 1863, Messrs. Paul S. Forbes, L. W. Jerome, and C. H. Tuckerman, all of New York, agreed to join me in the enterprise. I had submitted to them all my papers in relation to it, including a copy of my contract with the United States Government, which I had made from the draft from which I had myself copied the two originals in Washington, and as a basis for my recommendation of the scheme I had stated to them my sincere and honest conviction that I would make 1,000 bales
22 of cotton within the first year after my arrival on the island with 500 negroes, this being the number with which I proposed to commence operations. My conditions were the following: I was to abandon to them a half interest in the enterprise against their obligation to furnish seventy thousand dollars ($70,000) towards the expenses, while my half interest was to be represented in the joint stock of the association by—1st, my charter of the island of A'Vache; 2d, my contract with the United States for the negroes; and 3d, my services as director of the colony on the island
23 without remuneration, the common fund paying only my ordinary expenses. They were to be special partners, and were not to interfere with my directions on the island (vide memorandum hereto annexed and marked Document No. 3). They accepted these conditions, and it was agreed that I should buy and contract for such articles of necessity to the colony as I deemed advisable, of which I had rendered them a list. I proceeded to do so on as economical a scale as possible.

During the preceding four months I had also, at New 24
York, made conditional engagements of the different employees required for the enterprise, and had engaged or selected the most important articles of machinery, agricultural implements, &c., so that I knew where to put my finger upon everything at a moment's notice; in short, I had, as I conceive, reduced in my mind the whole enterprise, in all its preparations and its future execution, to a perfect and unerring system. I chartered (in Mr. Forbes' name) the ship Ocean Ranger, capable of accommodating about 500 negroes in her between decks, which I then 25
ordered to be fitted up for that purpose.

Having ascertained that a large number of negroes of desirable quality had collected at Fortress Monroe, I determined to take my complement from that point, it being, besides, a desirable one at which to ship them. I despatched thither one of my employees, Mr. W. J. Watkins, with instructions to select the required number and quality of negro laborers, to engage them for my service according to contract, and to hold them in readiness for my arrival at the fort with the Ocean Ranger. 26

At this stage of proceedings Mr. Forbes wrote from Washington, whither he had gone on private business, that all was not right yet with regard to the execution of my colonization contract with the government. He advised me to proceed immediately to Washington to remove the existing obstacles, and to stop meanwhile further preparations. I explained my case to a lawyer in New York, obtained his promise to hold himself ready to join me in Washington, on the receipt of a despatch from me that I should require his professional services as legal adviser, and 27
left the same night for Washington. My counsel joined me two days after, and discovered in twenty-four hours, what would have taken me as many days to learn, that the ostensible objection to the execution of the contract was my personal connection with it. He advised me, as I was desirous of immediate action in the matter, to transfer the contract to my partners in the enterprise, who, by their standing, accepted in Washington as responsible, would obviate the obstacle, real or pretended, and thus prevent

28 further difficulties—the President appearing to be still in favor of the scheme itself.

I returned to New York, reported to the parties interested, and it was agreed that I was to transfer to Paul S. Forbes, L. W. Jerome, and C. K. Tuckerman, my contract with the United States Government, and in order to leave no excuse for a further objection to its execution, I was to transfer also to the same parties my lease of the island of A'Vache. It was also agreed that this double transfer should, in no respect, alter my position in the enterprise with regard to my one-half interest in it or otherwise, although the alteration of their special partnership into a general one devolved upon them a heavier responsibility. When I signed, on the following morning, the transfers, without even asking so much as an acknowledgement of the act or of the delivery by me of the contract, Mr. Forbes, apparently appreciating my confidence in him, said, unsolicited, in the presence of Mr. Tuckerman, "Mr. Kock, you "shall retain your one-half interest in the enterprise; you "deserve it; you have had too much trouble with it already."
30 In reply, I stated how unhappy I felt about this delay; that I should consider myself indebted to him and associates for the amount so far advanced, if the government should also refuse to treat with them, and compel us to abandon the enterprise before it had been fairly initiated, and that I considered, as a matter of course, that I had no interest in the goods bought or to be bought, and paid for or to be paid for with their money, until I had my negroes safe on board in Hampton Roads.

At this same interview Mr. Forbes suggested that I should at once have our articles of agreement made out by
31 the same notary who had prepared the original memorandum of copartnership. This I did, and the papers were all prepared for signature.

The obtaining of the negroes on a four years contract as proposed, was, in fact, a main part of the enterprise. The contrabands had refused so far to emigrate to Liberia and to Central America on repeated advantageous offers.

As soon as the notarial acts transferring the United States contract and lease of the island, dated the 20th day of March, 1863, expressing as the consideration thereof

"for one dollar received," had been signed by myself and 32
the transferees, my counsel hurried with them to Washington to have them accepted by the President, On his arrival he telegraphed Forbes, the President wishing to see the latter. Mr. Forbes went and found what I had discovered long before, that it was not I who was the main objection, but that it was the contract itself; in short, he was told that a new contract was to be made through Mr. Seward. Mr. Forbes being obliged to return to New York sent Mr. Tuckerman on to Washington, and the latter closed the new contract with the Secretary of Interior, as made out by Mr. Seward, for 500 negroes, on the 3d of April, 1863, and returned to New York. 33

Immediately on the return of Mr. Tuckerman to New York, on the evening of the 3d of April, 1863, I saw him at his residence. After having been informed of the conditions of his new contract, I told him that the clause making it incumbent upon the Haytien Government to guarantee the performance of the contract, would most probably prevent our receiving the bonus of $50 a head for the negroes from our Government, as neither the Government of Hayti nor any other government would or could guarantee such a contract; that I considered the loss of it, however, of little 34
moment, twenty-five thousand dollars being but a trifle compared with the expected result of the enterprise, and that all the benefit I expected from a contract with the United States' authorities, viz., their aid, or rather their permission to take away the valuable working force, was obtained by the terms of the new contract as finally secured. I added, after a previous mature reflection on that point; "In view "of the circumstance that both you and Mr. Forbes have "lately had more trouble in relation to the enterprise than "you expected when you engaged in it, I herewith sur- 35
"render to you another quarter interest, thus retaining only "one quarter for myself." Mr. Tuckerman seemed surprised at this unsolicited offer on my part, and replied: "But Mr. Kock, will that be enough for you?" To which I answered: "One quarter in our enterprise will be a fortune, and I desire to show you, gentlemen, that I appreciate your confidence. Please inform Messrs. Forbes & Jerome of this present."

36 The ship *Ocean Ranger* had meanwhile been loaded with as much as she could take of the cargo to be shipped, and was lying in the harbor of New York waiting for my orders. It had been agreed that a second vessel should be chartered for the balance of the cargo, as soon as the extent of the same could be ascertained after the loading of the *Ocean Ranger*. At the request of Mr. Forbes, who seemed to have serious doubts about my getting the negroes, I consented that the chartering of the second ship should be postponed until I had my negroes all on board. I consid-
37 ered this delay of little moment, most of the cargo being ready, and the two principal items composing it, viz., the saw-mill and steam machinery, and a bill of one hundred and seventy thousand (170,000) feet of lumber having been conditionally contracted for by me, so that every thing could be sent on board in eight or ten days after receiving the news of my departure from the fort with laborers.

On Saturday, the 4th of April, 1863, I ordered my officers on board the *Ocean Ranger*, with the exception of William S. Skinner, my superintendent, who was to attend to the shipment of the machinery on the second vessel, as before
38 stated, and I then informed the captain, that I would sail on Monday the 6th, at noon.

On Saturday, the 5th April, 1863, I had the last interview, at Mr. Forbes residence in New York, with my three associates. I read to them the copartnership contract, and all the articles were accepted by all as agreed upon, except that Mr. Forbes objected to the words "Copartnership." He said: "I am a special parner in a commercial firm in "China, and my articles of copartnership do not allow me "openly to engage in another. We must substitute in the "present contract for the word "copartnership" another
39 "word of the same meaning. Besides I would advise you "to keep a little in the background in the enterprise, as "long as you are in this country. Our Government seems "to be ill-disposed to you, and it would be prudent for you, "at the fort, while taking the negroes, to appear more like "an agent than a partner of ours." I answered: "I have "no objection to the substitution of another word for "co-"partnership," provided that the new one conveys the same "meaning, and that I am properly protected in the posses-

"sion of my one-fourth interest in the enterprise. You 40
"are aware that it is, for the time being, my all, for my-
"self and my children, and I, of course, expect you to
"send me the papers in relation to it by the first steamer.
"With regard to our Government's antipathy to my con-
"nection with this affair, I think you are mistaken. The
"obnoxious contract having been annihilated, they cannot
"continue to oppose my management of the concern as
"long as you father it. However, I will not put myself un
"necessarily forward, although Mr. Watkins has, of neces-
"sity, made all the engagements in my name, as you are 41
"aware. I shall go to sea to-morrow, and shall soon take
"upon myself the moral responsibility for the welfare of
"five hundred people. I cannot leave, therefore, unless
"you give me your solemn promise, that you not only will
"send me by first steamer my papers containing my power
"to act as required, but also that you will dispatch, immie-
"diately after my departure from the fort, the balance of the
"required cargo, every article of which, especially the saw-
"mill and lumber, is of extreme necessity." Not content
with their general promise, which all three instantly gave, 42
I required each one separately to pledge me his word of
honor that my above stipulations should be fulfilled.

I felt at the time that, as a business man, I acted wrongly to start without my papers; but my confidence in my associates was unlimited, and I tried to excuse myself for my imprudence by the recollection of the fact that my promised engagement of the negroes had not been consummated, and that only after that was completed I would become *de facto* a partner in the enterprise. Could I not get the
negroes it would have to be abandoned, and the goods pur- 43
chased with my associates' money of course to be retained by them. The circumstance also, that they had informed me of their intention to effect a large insurance on my life, for their account and benefit, regarding me as the main stay of the enterprise, strengthened me in my confidence that they would not deceive me.

On the 6th of April, 1863, at noon, I sailed for Fortress Monroe, accompanied as far as Sandy Hook by the United States Marshal, who was to satisfy himself in accordance with orders from Washington, that "all was right." It

44 appears, although almost incredible, that the authorities in Washington, although fully aware of all the facts, entertained to the last the suspicion that I might be bound on a slaving expedition for which they were to furnish the property.

On the trip to Fortress Monroe, I established such regulations on the vessel as would be required for the security and comfort of the emigrants during the passage on a crowded ship, and I assigned to each of my officers, who were only eight in number, his duty with regard to the execution of the regulations.

45 I anchored opposite to Fortress Monroe on the morning of the 8th of April, 1863, and on the 12th I had all the negroes on board whom the ship could take. They were, as well selected and fine a set of people of that class as I had ever seen. Mr. Tuckerman, who had joined me at the Fort returned that day to New York, and on the following morning at 10 o'clock, I sailed for A'Vache. On the third day out a man was brought to me who showed symptoms of small-pox. I had him isolated as much as possible, and used the best modes I could devise of disinfection and 46 fumigation, to prevent contagion; but the disease spread, and when I anchored on Sunday, the 3d May, 1863, off the northwest point of the island, I had twenty sick of this loathsome disease. I launched my large boat, manned it with eight oarsmen taken from among the emigrants, and rowed into the bay of Ferret, a distance of about two miles, on which bay I intended to locate my first settlement. It is a large and beautiful bay, with plenty of water for large vessels, and offers a perfectly safe anchorage. I found three creole houses, constructed by my overseer, Mr. Eugene Müller, two measuring 15 by 30 feet each, and one 47 30 by 60 feet. I found also two of his men, who told me that the long delay in my expected arrival had caused Mr. Müller to discharge all his employees except them, in order to stop expenses, lest some accident had compelled me to abandon the expedition.

In my explorations of that day I used these two men as guides, and sent them home the same night to avoid all contact between the Haytiens and my American negroes, both lest the small-pox might be carried to Hayti, and also

lest the representations of the former as to their freedom in 48 Hayti might produce effects tending to persuade my laborers that they would not be required to exert their best efforts for the advancement of the enterprise, the Haytians being a lazy people, and inclined to avoid work whenever it is possible so to do.

After having spent three hours on the island, and having made myself acquainted with such points as it was important for me to know I returned on board, after having selected a little bay on the northwest part of the island, situated a long distance from the proposed settle- 49 ment, and separated from it by a ridge of hills, as a proper place for the smallpox hospital. At daybreak the next day I sent a force of carpenters to erect on the latter point a temporary hospital, with what little lumber I had for that purpose. All the lumber I had on board was the one-half of five houses (two store-houses, two overseer's houses, and one intended for my own residence) which I had had built by contract in New York, and of which the remaining half, which could not be taken by the *Ocean Ranger*, was to be shipped in the next vessel, and I had to use such of this 50 lumber on board as it was handy to get at. I landed the sick, twenty to twenty-five in number, the same morning, and made them as comfortable as I could under the circumstances, in charge of the acting physician.

At 11 A. M., May 4th, 1863, I sailed to Aux Cayes in my boat, gave official information of my arrival to the authorities, handing them the list of the immigrants, selected among the merchants of the place a factor for my colony, and returned on board the same night, accompanied by my overseer Mr. Eugene Muller and Dr. Emil Muller, the lat- ter of whom I had engaged as the visiting surgeon of the 51 colony. On this day I wrote to Mr. Tuckerman a letter of which a copy is hereto annexed, marked Document No. 4. Early on the following day, the 5th May, 1863, I commenced landing the men at the place of settlement, so as to enable the captain, by clearing his deck, to work the ship, which drew sixteen feet, into the bay, where she anchored on the 6th. On shore I immediately employed a large force to cut hard timber and to construct a wharf running sixty feet out into the sea, and twenty feet in width, to re-

52 ceive the carge. This wharf, built mostly of teak wood without nails, was finished in three or four days. Of the three houses, I assigned one for the reception of the goods and provisions, one for a hospital, and the third and largest one for the reception of the women and children, while I permitted part of the men to build palmetto huts for the temporary use of themselves and families.

At that time I received Mr. Tuckerman's letter of the 20th of April, 1863, (*vide* copy hereto annexed marked Document No. 5) stating that nothing would be sent out to me before my safe arrival had been ascertained in New
53 York. He very kindly admonished me to properly clothe, shoe, and shelter my negroes, while he was sitting in New York in possession of all the goods purchased by me for that purpose. I could expect no arrival under sixty days, and had only provisions for half that time; had no medicines beyond a medicine-chest, no lumber beyond the between-deck berths (some three thousand feet), and about five thousand feet of boards which I had been able to buy and borrow in Aux Cayes. I was moreover prohibited in the same letter from drawing on him or his associates for
54 funds for supplies.

I had frequently explained to my associates in New York that the first improvement to be erected was my sawmill; that by its proceeds (the mill contracted for being capable of sawing 5000 feet in a day) I was to pay for the required mule-teams and for other incidental expenses not to be foreseen; that there being no sawmill in Hayti, I would find a ready sale on the coast for lumber, and that besides I was dependent upon the mill and the other machinery attached to it for my own manufacture of timber-wheels, wagons, and other requirements of husbandry, the expense
55 of purchasing which I was desirous of avoiding.

I answered this letter on the same day, by a schooner passing the island bound to the States, protesting strongly against this conduct. I could keep no copy of my letter, having to write and send it in haste.

On Monday, the 11th of May, 1863, I organized my working force. During days of fine weather, on the passage, all the negroes (men and women) had signed their labor contract, binding themselves to me for four years,

their pay being sixteen cents a day with board, these con- 56
tracts having been of course read and explained to them by Mr. Watkins, at the time of their engagement at Hampton Roads, and again on board before signing. These contracts are now in possession of Mr. Tuckerman. I had about 250 young able-bodied men, some three or four old men, the balance consisting of women and children, nearly all of whom were serviceable, I having avoided as much as possible, at the Fort, encumbering myself with old people and small children. Among the men I found eighteen carpen-
ters, one blacksmith, one bricklayer, one painter, one gun- 57
smith, one shoemaker, and one tailor; the balance were field hands. I divided the latter into gangs of twelve to fifteen hands each, headed by a captain of their own color. I could not work the women, except about a dozen seamstresses, having no houses to offer to their families in which they could leave their children and their property while at work in the field. I systematized the labor, keeping of time, etc., in the manner in use on the large southern plantations, but felt sorely the want of many requirements, such as time-books and other stationery, which I had had care-
fully prepared and printed in New York, but all of which 58
were retained there as above stated. As soon as the laborers were fairly organized, I commenced my task of colonizing and improving the island.

The island of A'Vache lies to the south of Hayti, the bay of Ferret, with the place of settlement on it, being situated at a distance of eight miles to the southeast of the city of Aux Cayes. It offers beatiful scenery, and all the advantages of a fine tropical soil and vegetation. Being exposed to the trade-winds, the climate is pleasant and salubrious, the temperature being moderated by constant
breezes. I have rarely seen the thermometer reach 85° 59
Fahrenheit.

My first work was to clear and improve the ground around the settlement, which comprised about twenty acres of level ground, bounded to the south and west by hills, offering the finest sites for future coffee plantations, to the east by mangle and other forests. Through the latter I had to cut a road to the prairie land or savannah, comprising about 6,000 acres of splendid land in one stretch, bounded

60 to the north by valuable timber, and to these south by a chain of hills which rise up from the sea. On these beautiful hills I intended to locate the colony proper, as soon as I was in possession of the required materials, which had to be transported from the bay of Ferret thither, the southern coast of the island offering no safe anchorage and discharging ground. The main road to the fields, about one and three-quarter miles long, I traced myself, compass in hand, cutting my way through with six negroes, or crawling, sometimes, over underbrush ten feet from the ground.

The *Ocean Ranger* discharged her cargo in about eight 61 days, and sailed, taking with her three of my white employees, a clerk, an overseer, and a carpenter, who seemed discouraged by the severity of the work they had undertaken, and the annoyance produced by the bites of the mosquitos, which are found in great numbers on the island. I did not regret their loss, neither of them coming up to their work.

A fortnight after my arrival, I was informed by the Haytien authorities that a deputation on the part of the President was to visit the island in order to welcome me, 62 and to report to him upon the merits of my establishment. This deputation was to be accompanied by the proper Haytien magistrates, who were to administer the oath of naturalization to my immigrants. I made the necessary preparations, and received the deputation a few days afterwards as politely and cordially as I could, knowing that it was important to give them a favorable opinion of the enterprise. I must remark here, that part of my task, and by no means an easy one, was to manage and to attach to me the Haytien authorities, who so far had looked with distrust upon every white man who had put his foot upon 63 their shores, and who, in my case, might be jealous of my control over a large body of men of their own race. The deputation left me with expressions of surprise and satisfaction at what I had done already, and of an unlimited belief in my resources, which then comprised two weeks provisions and the absence of nearly all supplies necessary to proper management of the establishment.

At the commencement of June, 1863, I sent to Mr. Tuckerman, who was the correspondent elect of the con-

cern in New York, a report of my work thus far, contained 64 in a letter dated 2d or 3d of June, 1863, of which I have no copy, in which I enclosed a corrected list of my colonists, and a certificate from the United States consul at Aux Cayes, that I had properly founded my colony, and that the colonists were happy and contented. I also reminded him of his promise to send me the papers acknowledging my one-quarter interest, and my power to act for him, Jerome & Forbes, and of the visit of the deputation. To this letter, of which I have no copy, I again denounced their breach of promise and contract, and asked 65 for the papers due me. I procured a credit at Aux Cayes for the purchase of provisions, medicine, some oxen, horses, and other most absolute necessities, and would have given a bond upon the property on the island, and upon my future crop, had the New York partners refused to pay my debts.

Soon after sending this letter and enclosure, a Mr. Ripka arrived on the island and presented to me a full power of attorney on the part of P. S. Forbes, L. W. Jerome, and C. K. Tuckerman, as lessees of the island, who thus virtually 66 deposed me altogether. I refused to see the power of attorney, and most emphatically protested to its bearer against the breach of trust and contract on the part of the New York parties. Mr. Ripka pretended to be ignorant of my real position in the enterprise, beyond my having a one-quarter interest in it. He declared that he also held an interest, having obtained it from Mr. Jerome, and that he had no intention of interfering with my management. However, this power in the hands of a man, who was entirely unacquainted with the different elements of the en- 67 terprise, especially with the character of the Haytien authorities, of my Southern negroes and white overseers, each class of whom demanded in their management all the tact founded on thorough experience, appeared to me a death-blow to the enterprise, aside from the fact that this new and unwarranted breach of agreement must shake my confidence in the intentions of my associates towards my-

68 self and colony. There was only one remedy for their protection and mine. From Mr. Tuckerman's correspondence I was advised that the Haytien authorities had been called upon by him to recognize the transfer of my island to Forbes, Jerome, and Tuckerman, a transfer I had made, as above stated, in trust only, and in order to facilitate the contract with the United States Government. This transfer could only become legal and binding by the consent of the Haytien Government, and that consent given, I and my colonists were at the mercy of the transferees, who evi-
69 dently did not intend to do us justice; or who did not reflect upon the serious nature of the enterprise they were engaged in. I wrote in a letter to the President of Hayti, that the intent of the transfer was a conditional one as above stated; that in making it I had imposed upon the transferees certain conditions, the fulfilment of which was of imperious necessity to the success of the colony, and which had been so far neglected by them. I requested him, therefore, to postpone his consent to the transfer until I had advised him that the condition had been executed by
70 my transferees and associates, and I added (out of consideration for the latter, whose character I had previously lauded to the skies), that I was not prompted by distrust in making the statement, but that from error or neglect on their part much mischief might arise. The President answered, that the transfer of the lease had been already consummated when my letter was received. I must remark here, that to avoid a false position, I subsequently advised the New York parties of my proceedings in this matter.

(*Vide* copy letter hereto annexed, marked Document
71 No. 9.)

On the 1st of July, 1863, the brig *Abendroth* arrived at the island with a supply of provisions, clothing, and other articles, which I ought to have had two months earlier; but the saw-mills, the lumber (except the balance of the five houses above mentioned), my time-books, and other necessaries ordered and bought, were not sent. Mr. W. S. Skinner, my superintendent, arrived in the brig, and informed me that by order of the New York parties, he was

to examine the qualities of the island, the timber, and soil, 72
and that upon a favorable report from him, a practical planter and saw-mill man, everything required would immediately be sent out.

On the same day, Mr. Skinner made a thorough investigation of the matters in question, and stated that he found that the qualities of the island, its timber, &c., excelled in every respect, my description of them, as made to him in New York, such description having been the same as given to my associates in the enterprise, and that the work I had accomplished so far, under the existing difficulties, had ex- 73
ceeded his expectations.

He wrote his report to that effect on the following day, in time for the steamer, adding a demand for mules, but nothing was sent. On the contrary, it appears that my associates already thought of abandoning the enterprise.

On the same day I wrote a letter, addressed to Messrs. Forbes, Jerome & Tuckerman, of which a copy is hereto annexed, marked "Document No. 7."

The negroes had all along complained on account of not getting their houses as promised: in fact had become sus- 74
picious, on account of the apparent breach of faith on my part, with regard to the promises I had made them.

When they further discovered that neither the saw-mill nor the lumber had arrived, their dissatisfaction broke out into demonstrations of open rebellion. I had only seven white men to rely upon (my cook and steward, both Germans, refusing to stand by me), and in all four rifles and twenty-five double-barreled shot-guns. The negroes had nearly all revolvers, but fortunately little or no ammuni-
tion, the importation of which into the island, together 75
with that of whiskey, I had forbidden since my arrival. But they had axes, hoes, and machetts—all dangerous weapons, especially the latter. I communicated immediately with the commander-in-chief of Aux Cayes, who sent me a guard of fifteen men, commanded by two officers. They arrived on the afternoon of the twelfth of July, 1863. I had ascertained that for that very night the negroes had arranged a hostile demonstration, and I prepared myself accordingly, posting my little white force, and the Haytien [illegible]ds, to the best advantage, with all our arms heavily

76 loaded. At 5 P. M., one hour before the regular close of working time, the negroes came marching home in military line, each gang headed by its captain—making a formidable display.

With odds of ten to one, I realized that only coolness could prevent a serious affray and bloodshed; but I felt sure of subduing them under all circumstances, knowing well the character of the negroes. When they arrived opposite my position, I commanded them to halt, and not giving them time to reflect, I went up to their front, ac-
77 companied by the two Haytien officers, who, upon my orders, collared all the ringleaders—some fifteen in number—one after the other, as I pointed them out. This determined proceeding staggered the resolution of the rest, and although they set up a tremendous howl at seeing their comrades properly secured, making demonstrations of attack, seconded and excited by the women, who seemed to be beside themselves with rage, I saw that the spirit of the rebellion was broken. Watching the negroes from an elevated position, I ordered the Haytien guard to attack
78 them with their heavy sticks, a most useful side-arm of the Haytien soldiery, and they did so with a will, and dispersed the crowd in a few minutes. On the following morning I took the prisoners over to Aux Cayes, and to prevent similar occurrences, I obtained from the commandant of that place, a permanent military guard for the island, at the expense of the Haytien government. To this guard Mr. Ripka, at first, strongly objected, pretending a belief in gentle suasion of the negro, and threatened even to interfere, on the strength of his power; but in a few days
79 frankly confessed himself in error on the subject.

From that time forward I had a perfect control of my negroes. They worked well, on the whole, although, in addition to their grievances, they perceived the somewhat disheartening fact, that the enterprise, in the absence of so many plantation necessities, worked to disadvantage.

I shall leave it to others to relate (in the subjoined affidavits) the extent of the work I performed on the island, and what I might have done had I been properly sustained. I had arrived too late for the spring season, and the unusual drought of the past spring and summer in Hayti pre-

vented me from making much headway in cultivating or 80
tilling the baked soil with the hoe alone, my Haytien grass fed oxen being incapable of accomplishing the task of breaking the soil. Having my fine prairies ready for the plough, I could have easily broken enough land with fifty head of mules (imported at a cost of from 35 to 75 American dollars a head from the Main and Jamaica), to make a full crop of a thousand bales of cotton.

At about this time, the middle of July, 1863, I stopped giving the negroes rations, in order to avoid their shirking work with a full stomach, and I allowed them, on the half- 81
monthly pay-days, for the days of labor performed, the equivalent of their rations in money. I fed the sick gratuitously. I calculated that my stores, upon which my laborers had to depend for all their wants, would make a profit of from eight to ten thousand dollars per year by charging only 25 per cent. profit and underselling the Haytiens, which I could do from the fact that my imports were duty free.

The small-pox had meanwhile run its course. I had lost by it in all about twenty-five people, having at times as 82
many as sixty sick of it. The terrible suffering which I witnessed during that time, and which I shared under the consciousness of my inability to administer to them in a better manner, were appalling. May the responsibility rest upon those to whom it belongs.

During the month of August, 1863, I received a notice from Mr. Tuckerman that he desired me to procure a certificate stating the fact of the naturalization of my negroes as Haytiens, and of the proper working of the colony. He stated that he intended to try by substituting this certificate for the guarantee on the part of the 83
Haytien Government required by the conditions contained in Mr. Seward's contract with him and associates, to obtain the bonus of $50 a head from the United States Government for my negroes. I worded the certificate myself as required, had it signed by the proper authorities in Aux Cayes, and went to Port au Prince to have it countersigned by the proper official, which was done. I returned to the island towards the end of the month, and sent the certificate to Mr. Forbes, appealing at the same time to

84 that gentleman's feeling of justice for the satisfaction of my just demands. (*Vide* copy of this letter hereto annexed, marked Document No. 8.)

On my arrival at the island I found Mr. Ripka on the point of departure for New York *via* Port au Prince. He informed me that he was about to return to the United States, partly on private business, and partly with the intention of urging the New York parties to send out, without further delay, all the required necessities, and that he had meanwhile transferred the power of attorney he held from Forbes, Tuckerman, and Jerome to Brown, Ross &
85 Co., of Aux Cayes. In contradiction to this communication I was immediately afterwards informed by my superintendent, Mr. Skinner, that Ripka had told him, during my absence, that the New York parties had become tired of the enterprise, that they thought of selling out, and that they refused to recognize the contracts I had made in New York with my overseers. Mr. Skinner added: "From the manner in which Mr. Ripka has talked on the subject, I and all the other overseers feel convinced that the New York parties will cheat you out of your property, and us
86 out of our wages, if they can."

A short time after I was accidentally informed by Brown, Ross & Co. that Mr. Ripka intended, while in Port au Prince, to offer to the Haytien Government one-sixth of all the colonial produce of the island as rent for the land to be employed in raising such produce, though I had the right to cultivate breadstuffs free of rent. My contract with Hayti gave to me, and consequently to the Association, the right to take on lease any such land as I might employ in raising colonial produce, at the yearly rent of fifteen to
87 twenty American cents per acre, while Mr. Ripka offered the Haytian Governement for the same advantages more than six hundred times that amount. I felt it to be my duty to prevent the consummation of a contract so ruinous to all concerned, and to protest against it, if it should have been already made. No time was to be lost. I left my directions as to the management of the plantation and other matters with my superintendent, and set out on another fatiguing trip to Port au Prince. There I was informed by the proper authorities that Mr. Ripka had

really proposed such an arrangement, but that, although 88
accepted, it had not yet been concluded. I made the proper protest, and soon convinced the authorities that the offer to them had been made in error, by a man totally ignorant of plantation business. In contradiction to this, Mr. Ripka wrote me, while in Port au Prince, which letter I subsequently received on my return to the Island, that he actually had concluded the contract, and that the papers regarding it had been made out, and that he expected to receive them signed that evening. I am at a
loss to comprehend why he attempted to deceive me in 89
this matter.

While at Port au Prince I obtained the proof, from the correspondence of Brown, Ross & Co., the parties whom I myself had entrusted with the factorage of the enterprise, that they were then actually engaged in taking measures to step into the concern, after having by their representations discouraged the New York parties. This correspondence was directed to a firm in Port au Prince whom they desired to associate with them in the undertaking, and was partially read to me by the former. I then wrote from Port au
Prince to my associates in New York, my letter of the 29th 90
September, 1863, (Vide copy of said letter hereto annexed marked Document No. 9.) which was on the 17th of October, 1863, delivered into the hands of Mr. L. W. Jerome by Messrs. A. C. Rossire & Co. of New York, or some one from their office.

On my return to the island, early in October, 1863, I found all my late suspicions realized. My superintendant Mr. Skinner having left, Brown, Ross & Co. had in virtue of this power, entrusted my three remaining overseers with
the direction of the colony, ordering them not suffer me, on 91
my return, to interfere in any way in the affairs of the settlement. On my application to the Haytien authorities for redress against such an unwarranted proceeding, I was advised that, holding no papers giving me the right to the soil, they would have to support the power of Attorney of the legal assignees. Although my negroes, one and all flocked round me and declared that they would work for nobody but me, threatening Brown, Ross & Co., at the same time, that if I were to leave the enterprise, they all would cancel

92 their four years labor-contracts and make no new ones with anybody; the latter persisted in their direction, and consequently my position became an untenable one.

On the 24th of October, 1863, Brown, Ross & Co. wrote me the following letter:

"Isle A Vache, Saturday 24th Oct., 1863.

"BERNARD KOCK, Esq.:

"Dear sir,—After what occurred at the arondissement "on Thursday last, I think that it would be for the interest
93 "of the colony that you absent yourself from the island "until the decision of the parties in New York, respecting "your position can be ascertained. And you are hereby "relieved of all responsibility that may accrue from your "absence. To enable you to do so without personal costor "inconvenience a sum of money will be allowed per month, "that you can live respectably in Aux Cayes, or on the "main land. The amount can be determined by three "respectable foreign merchants in Aux Cayes. I remain.

"Yours truly,

"GEO. C. ROSS,

94 "for self and Brown, Ross & Co."

Upon which I answered as follows:

"Port St, Minna, Oct. 24, 1863.

"GEO C. ROSS, Esq.,

"for self and Brown, Ross & Co.:

"Dear sir,—I am in possession of your favor of this date "in which you say that it would be to the interest of the "colony if I absented myself from the island until the
95 "decision of the parties in New York respecting my posi-"tion in the colony could be ascertained.

"Since you have informed me already under date of the "18th of Sept., that you had entrusted Messrs. Jackson, "Ryan & Moore with the direction of affairs on the "island, (thus rendering my presence here *de facto* useless "and untenable,) I will comply with your suggestion and "leave as soon as I have arranged my private affairs. But "I beg to state that I herewith protest against your hav-

"ing superseded me by others in the direction of this 96
"colony, and that in leaving I reserve myself all my rights "in and to the premises.

"I am yours truly,

"BERNARD KOCK."

I must remark here that Brown, Ross & Co. afterwards refused to pay me the allowance mentioned in their letter to me of 24th October, 1863, as they alleged by order of Ripka, which allowance, the amount thereof having been submitted to arbitrators, had been fixed at the rate of three thousand Haytien dollars, about three hundred American 97
dollars, per month.

On the 31st of October, 1863, Mr. Ripka arrived at Aux Cayes from New York, and wrote me the following note:

"Aux Cayes, October 31st, 1863.

"BERNARD KOCK, Esq.,

"Aux Cayes:

"Dear Sir,—I have positive orders from the gentlemen I "represent to notify you immediately that your connection "with them in regard to your position on the Isle A'Vache "is at an end. 98

"You will, therefore, please take notice that you are no "longer recognized by them, or by myself, as their agent.

"Respectfully yours,

"A. A. RIPKA."

Upon which I answered, with my protest, as follows:

"Aux Cayes, Nov. 6, 1863.

"A. A. RIPKA, Esq., Island A'Vache, 99

"Agent of Messrs. P. S. Forbes, C. K. Tuckerman, L. Jerome, } of New York.

"Sir,—In possession of your letter of the 31st ult., in "which you notify me by order of the above parties that "my connection with them in regard with my position on "the Island of A'Vache is at an end; and in pursuance of "the interview which I had with you on the 1st inst., in "the course of which you informed me that you intended

100 "to sell out the lease of the Island of A'Vache, and the
"property on the same, without indemnifying me.

"I herewith beg to inform you that I protest against your
"and their proceedings in the premises.

"I also notify you herewith that I claim from you and
"your above principals—

"1st. The value of the lease of the Island of A'Vache,
"together with the expenses incurred by me in obtaining
"it, which lease I have in March last transferred to P. S.
"Forbes, C. K. Tuckerman, and L. Jerome, to be held by
101 "them in trust for me and my heirs, and for the benefit of
"the colony which I have subsequently established on said
"island, in pursuance of an agreement entered into between
"myself and the said P. S. Forbes, C. K. Tuckerman, and
"L. Jerome.

"2d. The value of my services in preparing, establishing
"and directing the colony of A'Vache from the 1st of April
"to the 31st of October, 1863.

"3d. One-fourth of all the property now appertaining to
102 "the colony of A'Vache, or the value thereof.

"4th. Damages for the losses, real and prospective, which
"I have sustained in consequence of the breach of contract
"on the part of said P. S. Forbes, C. K. Tuckerman, and
"L. Jerome, with regard to my connection with the
"A'Vache colony.

"I also beg to notify you that, unless you satisfy my just
"claims in this matter within eight (8) days after the ser-
103 "vice hereof, I shall, without further notice, institute suit
"against you and your principals.

"Respectfully,

"BERNARD KOCK."

It appears that Mr. Ripka then made an arrangement with Brown, Ross & Co., by which the latter were to purchase the whole concern, my lease of the island, improvements, &c., included; but finding the Government of Hayti

unwilling to consent to a farther transfer of the lease of such 104
a nature, he finally returned and abandoned the lease and all the advantages resulting from my labor and those of my employees to the Haytien authorities.

I then made an effort to make a new contract with the latter in relation to the lease of the island. I was unwilling to let the noble enterprise fail, and having prepared myself to continue it on my own account, I was in hopes, by doing so, to avoid a lawsuit with the New York parties, but I was informed by the President of Hayti that, for political reasons, he was unable to entertain my proposal.

On the 20th of December, 1863, I visited for the last time my beautiful island. I found that the enterprise had been abandoned, and that the negroes had all become more or less demoralized in the absence of proper control. Many of them had gone actually mad, under the influence of some 105
religious excitement, to which they had surrendered themselves. I found an agent of the United States Government on the island, who, as I had previously ascertained, had been sent out to examine into the state of the colony. He said he was delighted with the island, and considered it a pity that the enterprise should fail; but some negroes told me that he had endeavored to persuade them all to return to the United States, and to enlist in the army under him as their colonel. I found the crops growing finely on the island, but, of course, neglected. I returned the same night to Aux Cayes, and thus had to abandon an enterprise which, if my associates had sustained me as they had promised, would have resulted in the most brilliant success in planting ever obtained, as it presented all the advantages of position, soil, cheapness of labor, and high prices for the growing staple, most favorably combined.

106 **Document No. 1.**

LIBERTY. EQUALITY.

REPUBLIC OF HAYTI.

CONTRACT.

On this eighth day of August, one thousand eight hundred and sixty-two, and in the fifty-ninth year of the Independence, it has been concluded and agreed

Between General Jules Bance, Secretary of State, of the Interior, of Agriculture, and of General Police, in the name and behalf of the Government of the Republic of Hayti, of
107 the one part,

And Mr. Bernard Kock, a merchant, of the other part.

ART. 1. The government grants to Mr. Bernard Kock the exclusive right of farming (droit exclusif d'exploiter) the forests of the Ile-à-Vache for the period of ten years, and binds itself to renew this contract with Mr. Bernard Kock, his heirs, or representatives, at the expiration thereof, for another term of ten years, on the same conditions as stipulated in this contract.

During the entire continuance of this contract Mr. B. Kock shall have the exclusive right to take on lease in the
108 manner prescribed by law, whatever quantity of land it shall suit him to cultivate with colonial produce on the island.*

ART. 2. Mr. Bernard Kock binds himself to commence the working of the Ile-à-Vache within six months from the date hereof.

**Note.*—By Article eleven of the Law of Hayti on the Lease of National Lands (Loi sur la ferme des domaines nationaux), it is expressly provided that the yearly rent to be paid by the lessees of any of the national lands may exceed, but can not be less than five Haytien dollars (about fifty cents American) for a carreau. A carreau is equivalent to about 3¼ American acres. The price to be paid by Mr. Kock would have been, at the utmost, but five Haytien dollars per carreau for what was actually under cultivation; for the uncultivated balance of the island, and for that portion of it which was employed for raising breadstuffs, no rent would have been required of him.

ART. 3. Mr. Bernard Kock is bound to cede to the Gov- 109
ernment thirty-five and a quarter per cent. in kind, in timber, to be delivered at the sea-side in a port. The timber which he shall require for his buildings shall be exempt from duty; the timber on the crest of the mountains shall not be felled within one hundred paces of their slope.

ART. 4. The government binds itself to facilitate, as far as lies in its power, Mr. Bernard Kock in the pursuit of his work, and to accord to him during the term of this contract all the protection that he may need. 110

ART. 5. The material required for carrying on the business, the wants of the settlement, and the personal effects of those persons who are attached to the enterprise, shall be exempt from custom-house duty during the entire duration of this contract. Food intended exclusively for the use of such persons shall be exempt from duty for two years from the date of the commencement of cutting the timber.

ART. 6. The vessels that shall load with timber shall not 111
be subject to pay tonnage, but shall be subject to the laws of the maritime service, and shall be regularly cleared by the nearest custom-house.

ART. 7. No duty of any kind or description shall, during the continuation of this contract, be imposed by the government on the timber to be cut by Mr. Bernard Kock.

The government grants to him, free from any duty, all the land that he shall require for the purpose of growing food for the use of his workmen. 112

ART. 8. The workmen who shall be imported into Hayti for the purpose of working at the timber, must be of the African or Indian races, and will be required to be naturalized as Haytiens immediately on their arrival in the country. These workmen shall be considered as immigrants, and it shall be on that condition that they shall be introduced into the country under this contract for cutting the timber. It shall be optional with Mr. Bernard Kock to introduce on the places that are being worked, of the num-

113 ber of workmen employed, one-tenth part of white people, who may be either overseers or workmen.

Art. 9. The contracts between Mr. Bernard Kock and the workmen shall not be made for a greater length of time than the duration of the lease of the island, and his contracts shall be made in conformity with the laws of Hayti.

Art. 10. The Government reserves to itself the right to establish, at its own expense, military posts or garrisons for
114 the police of the island, and to exercise there all authority, both civil and military, for the regulation of the parts worked.

Art. 11. The African or Indian workmen being obliged to become naturalized Haytiens, immediately on their arrival in the country, may, after the expiration of their contracts, become farmers or landholders; and after the expiration of the lease of Mr. Bernard Kock, they shall have a preference in the occupation of the lands that shall have
115 been worked by him.

Art. 12. The Government reserves to itself the right of exercising, at its own expense, such control as it shall consider advisable over the cutting of the timber, for the purpose of verifying the returns, and the proportion coming to it.

Art. 13. If there should arise any differences between the Government and Mr. Bernard Kock, in regard to any of
116 the provisions of this contract, they shall be settled without the intervention of any foreign power, by arbitrators to be equally chosen by both parties, in conformity with the laws of arbitrament. In case of their differing, they shall choose an umpire to decide.

Art. 14. The name and the privileges of the grantee shall extend in the same manner to the representatives or heirs of Mr. Bernard Kock as to himself.

Art. 15. Mr. Bernard Kock is not to transfer, either in

whole or in part, his rights of cultivating and improving 117
the island (*ses droits d'exploitation*) without the consent of the government.

Art. 16. Mr. Senator Surville Toussaint guarantees to the government that Mr. Bernard Kock will faithfully fulfil the conditions of this contract.

Executed in good faith, in duplicate, both parts being originals, between the parties at Port au Prince, the day, month and year above mentioned.

Thus signed. Bernard Kock,
Surville Toussaint,
J. Bance. 118

An exact copy.
A. Carrié,
Secretary of State of the Interior for Agriculture and for the General Police.

Document No. 2.

Synopsis of contract with the Government of the United States:

On the 31st of December, 1862, an agreement was made between Abraham Lincoln, President of the United States of America, and Bernard Kock, to the following effect:

Mr. Bernard Kock engaged himself to provide transport- 119
ation to the Island of A'Vache, Hayti, W. I., for five thousand persons of African descent, and to employ these voluntary emigrants on his plantations on said island for four years in conformity with the following labor contract:

Labor Contract.

(A.) FAMILY.

This Agreement, witnesseth, that
a man of color now residing in

120 for himself and in behalf of his wife
and
his children and wards, agrees with Governor Bernard Kock, of the Island of A'Vache, Republic of Hayti, to remain in service as laborers on the Estates of said Bernard Kock, on said Island, for the term of four years from the date of landing on said Island, said service to be regulated according to the rules of labor, to be established by said Bernard Kock (to be approved by the United States Minister resident at Hayti) and in accordance with the laws of
121 Hayti; the term of service not to exceed ten hours each day, for the six secular days of each week, with additional compensation for any extra work required at the rate of double the usual wages. It being distinctly understood that said
shall respectfully observe all the duties of a citizen of the said Republic of Hayti, as defined by the laws thereof, and impress those duties on his household.

In consideration of this service the said Bernard Kock
122 for himself and in behalf of his heirs and assigns, agrees with
to furnish him a dwelling house (to be erected as soon as practicable) and garden spot attached, and necessary furniture; provisions for his family, consisting of good and substantial food in sufficient quantity; likewise medicines and medical attendance when sick; church accommodation, and schools for his children; it being understand that wages shall not be paid those who are sick, during the time of sickness, but their support shall go on.

123 In addition to the above, the said Bernard Kock binds himself, his heirs and assigns, to pay the said
and family *for the full service of the six secular days of each week of the month, or in proportion thereto for a shorter amount of labor actually rendered;* wages in money on the last day of each month according to the following rates: For his own service during the first year, sixty Haytien dollars, (about six American dollars) per month; for the service of the second year seventy-five Haytien dollars (about seven and a half American dollars), per month; for the service of the third and fourth years, one hundred Haytien dollars, (about ten American dollars) per month; and for the service rendered by the other members

of his family, he agrees to pay all able-bodied women over 124
twenty years of age, forty, fifty, and seventy-five Haytien dollars per month, during the three respective periods named above, and minor able-bodied youths between the ages of fifteen and twenty years, half the above scale of wages according to the sex. When the exigencies of the plantations require it, the said
shall furnish the labor of his above children or wards, under 15 years of age, if they are able to work, in return for the gratuitous care and keeping which they receive during the
term of this agreement. Said Bernard Kock further agrees 125
to allow the usual American holidays. He further agrees that, so soon as the capital invested in this enterprise shall have been refunded, and the cost of labor and wages, discharged, that ten per cent. of the net profits of his plantations shall be distributed *pro rata* on the first of January annually to the laborers, according to the number of days each has rendered service within the year, of which said
and family shall receive
their due proportions according to the scale of wages above
stipulated, and according to the amount of labor actually 126
rendered.

In evidence whereof, witness our hands and seals on this day of A. D. 18
Signed in duplicate.

Witness. [L. S.]
[L. S.]

The President of the United States engaged himself to aid Mr. Kock in this colonization enterprise, by paying him fifty dollars per head for the five thousand negroes thus to 127
be colonized, of which twenty-five dollars was to be paid to Mr. Kock or his agents, as soon as the certificate should be produced that the negroes had been actually engaged, and twenty-five dollars as soon as the negroes had been shipped on board of a vessel bound to A'Vache.

128 **Document No. 3.**

MEMORANDUM OF ARTICLES OF AGREEMENT to be executed prior to the formation of a partnership between the parties thereto, Bernard Kock 1st part.

2nd Part (Four parties of the second part.)

Each of the parties of the 2nd part put in $17,500, and each to have $\frac{1}{8}$ interest and to be special partners.

B. Kock, sole general partner and to have the remaining
129 $\frac{1}{2}$ interest, to put in:

I. Grant made by Government of Hayti to B. Kock, 8th August, 1862, to the Island A'Vache for 10 years, as per certified copy and translation, marked A and B, hereto anexed.

II. Contract made by Government United States with B. Kock 31 December, 1862, as per certified copy marked C, hereto annexed.

III. His services as general partner and director in the cultivation of the island, taking charge of its affairs and
130 shipping produce, &c.

This agreement made with view of colonizing said island and working and cultivating it to the best advantage of parties hereto.

Bernard Kock, as sole general partner, to have the entire management and direction of affairs of Company, on the island, without salary, and, in pursuance, of this agreement, to appoint as agent, a respectable commercial house, in the City of New York, as mutually agreed upon, to whom the affairs of the Company in the United States are to be en-

trusted, and to whom alone the produce of the Island is to 131
be consigned, and who are to sell and dispose of the same to the best advantage, and to divide the net proceeds between the parties hereto according to their respective interest, retaining a certain percentage thereon, when so advised by the said B. Kock, as a reserve fund to provide for any exigency that may arise.

The said partnership is to continue 10 years.

In case of death of Bernard Kock, or any of the parties hereto, the surviving partners to carry on business according to this agreement for benefit of themselves and legal repre- 132
sentatives of deceased partner. In case the surviving partners shall elect not to carry on said business on the death of the said Kock, but shall prefer to wind up the partnership affairs, then the assignment of the said grant and contract, by said Kock, shall be void, and said grant and contract shall immediately, on the refusal of said partners to carry on said business, revert and enure to the benefit of the legal representatives of said Kock.

An agent to be appointed by said Kock, on nomination of the remaining parties hereto, who shall collect from 133
United States all monies, due or to become due under contract C, and said agent is to pay said monies into the hands of said commercial house, to be, by them, disbursed to the general and special partners as hereinbefore provided.

The agreement, of which the foregoing Document No. 3 is a Memorandum, was subsequently modified, and, as mentioned in the foregoing statement, another Agreement was prepared and consented to by all the parties, but not signed, 134
owing to objections raised by Mr. Forbes as to the wording thereof. The following is the agreement last mentioned:

ARTICLES OF COPARTNERSHIP made this day of one thousand eight hundred and sixty-three, between Leonard W. Jerome, Charles K. Tuckerman, and Paul S. Forbes, all of the city of New York, in the United States of America, and Bernard Kock, of the Island of A'Vache, West Indies, witness—

Whereas, the said Bernard Kock was lately the lessee,

135 under a grant from the Government of Hayti, of the Island of A'Vache, West Indies, for the period of ten years from the eighth day of February, A. D. 1862, all his right, title, interest, property, and possession, in and to which said lease or grant he has assigned to the said Leonard W. Jerome, Charles K. Tuckerman, and Paul S. Forbes, by instrument of assignment executed the twentieth day of March, A. D. 1863, as by said lease or grant and assignment thereof more fully and at large appear; and

Whereas, the said Bernard Kock was also lately the
136 owner of a certain contract, made by him with the Government of the United States of America, for the purpose of deporting from said United States certain colored persons and colonizing them in said Island of A'Vache, as by said contract and assignment thereof hereinafter mentioned will more fully and at large appear, which said contract said Bernard Kock has assigned to said Leonard W. Jerome, Charles K. Tuckermann, and Paul S. Forbes, by instrument of assignment executed the twentieth day of March, A. D. 1863.

137 And whereas, both of said assignments were made, as aforesaid, in order to facilitate the business and enterprise of entering upon and carrying out such colonization, and, with the direction and general superintendence of the business connected with said enterprize, of and by said Bernard Kock, at and upon the said Island of A'Vache, were intended and are intended to constitute and be regarded as his, said Bernard Kock's, share of capital stock, for the carrying on of said enterprise, put into the copartnership concern, formed or intended so to be by these articles.

138 And whereas, the said Leonard W. Jerome, Charles K. Tuckerman, and Paul S. Forbes have collectively put into such copartnership concern the sum of seventy thousand dollars United States currency, as their share of the capital stock thereof.

Now, these Presents witness, That the said Leonard W. Jerome, Charles K. Tuckerman, and Paul S. Forbes, and the said Bernard Kock, have formed, and by these presents do form, a copartnership together, for the purposes of colonization of said Island, as aforesaid, of cultivating said island, and manufacturing therein and of selling such produce

indigenous or otherwise, as may be raised upon or obtained 139
from said island at the island itself, at the port of New York or elsewhere, as may be, in accordance with this agreement, determined, and do make the following agreements, covenants, and stipulations, by and between each other:

First.—The share of the said Bernard Kock, in the net income or profits of the said business aforesaid, shall be, and is hereby determined to be, one-half thereof.

Second.—The share of the said Leonard W. Jerome, 140
Charles K. Tuckerman, and Paul S. Forbes collectively, in the net income or profits of the said business, shall be, and is hereby determined to be, the other one-half thereof.

Third.—The said Bernard Kock to be Governor of the colony, and to have sole conduct of the affairs of the enterprise in the island, and to ship all produce of every kind as directed by said Jerome, Tuckerman, and Forbes, and to account for the proceeds of such produce as he may be directed, by them, to sell on the island. 141

The said Kock is to make all necessary contracts, in his own name, with all superintendents, overseers, clerks, mechanics, and laborers, on behalf of the copartnership; and he is also hereby authorized to sign and make the labor contracts with colored laborers wherever necessary, and to have control in the enforcement of all contracts with whomsoever made.

The value of dollars, Haytien currency, having been printed in currency in the name of said Bernard Kock, he is authorized to use the same on be- 142
half of the copartnership, as currency on the island, the stones from which the same were struck to be and remain in the possession of said Jerome, Tuckerman, and Forbes, and any further needed issue to be struck off only on their order.

A confidential clerk, to be selected and sent out to said island by the said Jerome, Tuckerman, and Forbes, in their discretion, shall act as comptroller of all commercial and financial affairs of the colony and business. He shall be

143 under the control of said Kock, but, shall have full and free access at all times to all the books and concerns of the colony and business, and full and free opportunity of observing the character and condition of all matters whether of business or government, and full and free opportunity of corresponding with regard thereto, or with regard to any subject whatever, unrestricted and unmolested, with said Jerome, Tuckerman, and Forbes, or any of them.

He shall receive twelve hundred dollars per year for the 144 first year, payable yearly, from the proceeds of the business, as are all salaries and wages, and afterward he shall receive at such rate as may be agreed upon.

Fourth.—This copartnership to extend for the period of the lease, above referred to, and the renewal thereof, if claimed, unless sooner terminated by special agreement. If the said Jerome, Tuckerman, and Forbes elect not to renew said lease, of which they are now assignees, as aforesaid, they hereby covenant with said Kock to reassign the same 145 to said Kock or to his legal representatives.

They further covenant with said Kock not to assign said lease to any other person or persons, without his, said Kock's, written consent; and, in case of said Kock's death during the partnership, to continue the business, for the benefit of themselves and his, said Kock's, heirs, or, if they elect not to do so, then to immediately reassign said lease and the renewal thereof to said Kock's said heirs or legal representatives.

146 *Fifth.*—An accounting to be had of all the affairs of the concern, and of its said business, between the copartners at least once a year.

Sixth.—All the copartners agree, each with the other, to use their proper exertions and endeavors to advance the business hereby entered into, and in all things to deal fairly, openly, and honestly in all things, without fraud, dissimulation, or concealment of any kind, but in every way and at all times for their common benefit.

In witness whereof, the parties to these presents have set 147 their hands and seals hereunto, in quadruplicate, the day and year first above written.

Sealed and delivered, }
in presence of }

Document No. 4.

Aux Cayes, May 4, 1863.
3 o'clock P. M.

C. K. Tuckerman Esq.:

My Dear Sir,—I have arrived yesterday, (Sunday) the 3d of May, at noon, off the island. The voyage was a terrible one. Two days out, off Fortress Monroe, the small-pox broke out, which fortunately I have been able to confine to about twenty persons in all. Since yesterday I have already built and established my hospital at a small 148 bay on the west part of the island, have sent all my sick thither, and have established them as comfortably as was possible. I have thus separated the sick from the healthy, in order to prevent further contagion. However, all are doing well, and I hope not to lose a single head. I shall take Dr. Müller out to the hospital this evening. I have been exceedingly well received here, from the governor, Fabre, down: the latter has recognized me as the governor of the colony. All my men have done their duty during the voyage, especially Bradley and Moore. I have spent 149 yesterday three hours on the island; it surpasses in beauty and fertility the description which I have made you. The success of the enterprise is, beyond a doubt, assured. The Bay of Ferret and the place of our settlement on it is lovely. I found three houses constructed. Young Mr. Müller, my assistant-overseer, is going out with me to-night. He has bought my three horses and one cow, as ordered. He has engaged, also, some oxen, and I shall take this cattle over at an early time. Capt. Berry came with me, and engaged a pilot to take us, to-morrow early, into the Bay of Ferret. I have also engaged two lighters to take

150 passengers and cargo ashore. Capt. Berry is one of the meanest men I ever saw in the same position. He has annoyed me and my men a great deal. Trask and Dearborn also have not acted in good faith. We had not one windsail for our between decks, with 453 passengers, although they had agreed with me and Mr. Fessenden to give me one for every hatch. This was a criminal neglect, the bad effects of which on the passengers I have prevented as best I could, by frequent fumigations. Mr. Forbes had omitted to endorse the bills of lading, and to send me the
151 copy of the charter-party; I had to sign, therefore, the former for Mr. P. S. Forbes, as Capt. B. might have been capable of refusing to deliver me the cargo, and I had to learn from the captain's charter-party, that I have to pay the lighterage. At all events, you will please not to pay the balance of the charter money until all the cargo has been delivered to me in good order, in accordance with my certificate as consignee to that effect. My negroes are all of the best sort, are happy, and are already quite attached to me I shall send you in a few days the certificate
152 required by the U. S. Government, made out in due form by George C. Ross, acting American consul, and fortunately my factor and friend at Aux Cayes. I shall also send you then a correct list of my 453 emigrants, including one child born during the voyage. You can imagine what I have to attend to. Fortunately I am in best health and excellent spirits. But I am unable to write any more for to-day, and I am, my dear sir, with best respects for Messrs. Forbes and Jerome, most sincerely,

Yours,

BERNARD KOCK,
Governor.

All contracts have of course been signed during the voyage by the emigrants.

Document No. 5.

153

P. Br. Str.
"Plantagenet,"
via Port au Prince.

NEW YORK, 50 WALL STREET,
April 20, 1863.

BERNARD KOCK, ESQ.,

Isle A' Vache, Republic of Hayti:

DEAR SIR:

I duly received your note dated at sea, April 13th, announcing your favorable departure from Hampton Roads, and we hope to hear in due course of your safe arrival at the island with all the emigrants in good condition. Nothing I believe has been omitted to render your voyage successful, so far as we are concerned; and we feel every confidence in your ability to carry the enterprise to a speedy and favorable result. You understand the views of Mr. Forbes, Mr. Jerome and myself, as repeatedly expressed to 154
you in conversation, so well, that I do not think anything can be added by me to impress upon your mind the necessity which exists for founding the colony on the only sure basis of success, good care and mild treatment, with the immediate introduction of a system of industry, with just and firm rules, obedience to which must be strictly enforced. We want a faithful detailed report of the condition and prospects of the Colony by each monthly mail, and we expect such favorable accounts from the emigrants themselves, through their representatives, as will induce us to 155
go on with the emigration, in accordance with the policy of this Government. You will keep our letters carefully on file, and a copy of *all* your correspondence with all parties on business matters connected with the colony, committing all important matters to paper, and trusting as little as possible to verbal understandings or agreements.

You will probably receive this letter soon after your arrival, and I wish, in behalf of all the parties interested in this enterprise, to call your particular attention to the sub-

156 jects of *health* and *proper protection*. These emigrants, you will bear in mind, will be new to the climate in which they find themselves. We believe the island to be healthy, but it must not be forgotten that it is an uncultivated island, and life there is experimental. Every possible care must be taken to avoid malaria, remittent, inflammatory and typhus fevers, which it is said do prevail in Hayti proper, near the sea-coast, during the hot weather. Medicines must be at hand, and *early* advice given in every case, and *flannels must be worn by every one at all times*. We are particular
157 in stating this in writing, although you have fully expressed your understanding of the matter, because health is of vital consequence. If we did not believe you fully sensible of the requirements of your new position, of your willingness to comply with the necessities of the case, and of your capacity in all matters touching the regulations of the colony, the prejudices of the colored race, the obligations due to the government of Hayti, the United States, the people under your care, and ourselves, I should enlarge upon them here.

158 As the sailing of the next vessel may possibly be delayed until we hear of your arrival at the island, you must make your present supplies answer your wants until further shipments reach you. A *sufficient protection* by day and night should be instantly afforded, and no person should be allowed, under any circumstances, to be exposed to the damp earth or open atmosphere. The ground should be cultivated with corn as soon as practicable, and if the soil and season permit, the cotton seed should be at once planted. As but two tons of the seed went out in the *Ocean Ranger*,
159 and as the next ship may not reach you before June, I have concluded to ship by this steamer, the *Plantagenet*, via Port au Prince to *Aux Cayes*, three tons of Sea Island seed, in order that no time may be lost in this important matter. The letter of advice and bill of lading go under separate covers. By this mail I sent to H. E. the President of Hayti, copies of the contract with the U. S. Government, and a form for ratification; until we get which, no pecuniary aid will be furnished by this Government. I also sent a blank form of approval to your assignment of the lease of

A'Vache to ourselves. These *forms* I presume the Haytien 160
Government will not hesitate to sign, and return to me by *return mail*, as we shall then and *then only*, be prepared to go on with the great work of colonization, now so auspiciously begun. The Haytien Government will, I hope, understand that by *aiding us* in this colony it *aids itself*; for with a flourishing island so near to it, Hayti will derive immense advantages. I have endeavored to make it clear to President Jeffrard that the success of this colony is important to him, for, in my opinion, knowing the views of the President of the United States, and having an experience 161
of the immense outlay required, but few persons here will be found of sufficient wealth and reliability to carry out the policy of this Government as regards emigration and colonization. If the President of Hayti is uninformed on this subject, you should personally afford him the facts of the case. Many parties have desired to undertake these contracts, and offer to do so at much less than what the Government offers to pay us, but from what I can learn few will be accepted. The parties are mostly irresponsible men. The result, however, of these offers, is already an intima- 162
tion from the Secretary of the Interior that our policy will not be renewed on the same terms. The Government thinks they pay us liberally, whereas, as you know, the bounty does not reimburse us for actual expenses in the charter of these two vessels, with food for the emigrant until he arrives. This reduction of Government bounty will deter emigration, and I think that the Haytien authorities will soon discover that we are their best friends.

I hope you will make immediate arrangements for an efficient *guard*, so as to place the colony under ample pro- 163
tection.

Do not incur any expenses, or draw upon Mr. Forbes for any funds or bills beyond the cost of the bunks, caboose, &c., on board the *Ocean Ranger*, as agreed upon, and which articles you will absolutely need.

The detention of the next ship will be mainly caused by the time required to execute the contracts for machinery, &c. We may find it desirable to send her to Fortress Monroe for more emigrants; this point is not yet decided.

I was much surprised to find by your note that you had

164 on board but 411 emigrants, as I distinctly understood before leaving the ship, from some one, that there were 518. The list I brought away records over 500, and I reported to Government "over 500." Now, I must wait for Mr. Moriarty's list, revised and *verified by the nearest American Consul*, or *United States authority*, which I trust has been attended to, and that by the first steamer from Port au Prince, which I understand leaves on the 5th of each month, I shall get all the documents officially recognizing the colony as established, so that we can get reimbursed by
165 this Government promptly.

I send in a separate package, through the kindness of Mr. Geo. Lawrence, two books, important as respects climate, soil, health, and the culture of cotton: one of them you are acquainted with, but, nevertheless, is full of good hints. I also send in the same package duplicate bills per *Ocean Ranger*, for Mr. Moriarty. This and the cotton seed go to the consignment of *Cutts & Cooper, Port au Prince*, to be forwarded to post-office, Aux Cayes, or to some house there, agents of Cutts & Cooper.

166 I remit your French bills exchange by Wednesday's steamer. Mrs. Watkins has been paid $100. Mrs. Bradley has been here, but her money is not yet received from New Orleans. It may be that the next ship may be chartered for a home freight. If it will pay to have lumber ready for shipment here, *have it ready.*

Awaiting good accounts from you,

I remain for self and associates,

Yours truly,

167 CHAS. K. TUCKERMAN.

Recapitulation of important heads in the foregoing letter which require immediate attention from you:

1. Ample protection to the emigrants, to avoid illness.

2. Plant corn and cotton seed *at once*, if practicable.

3. If there are hands enough, prepare some cargo for return ship.

4. Send by first mail from Port au Prince Consular cer- 168
tificate, attached to the completed list of all emigrants.

5. If any doubt exists of the Government's ratification of your lease, and assignment of lease to us, or of the contract with U. S. Government, at once confer with President Jeffrard, that there may be no *mistake or delay* in this important matter: on it hangs our further movements.

6. Obtain the bags of cotton seed shipped by this steamer to Aux Cayes; also, package of books, &c.

7. Draw no drafts, and incur no debts till further advised by us. We shall send a letter of instruction (which Mr. Forbes addressed to Fortress Monroe, but which did 169
not reach me there), by this or following mail.

(Addressed—"Pr. British mail steamer *Plantagenet*, of 21 April. Gov. Bernard Kock, Aux Cayes, *via* Port au Prince, W. I. Prepaid."

Document No. 7.

Port St. Minna, July 2, 1863.

Messrs. PAUL S. FORBES,
L. JEROME,
C. K. TUCKERMAN, } of New York:

Gents.,—The brig *Abendroth* has arrived, and with her 170
the two letters addressed to me, and a cargo of provisions and merchandize consigned to Mr. Ripka, *or in his absence to Mr. Skinner*, my superintendent! I have read part of your letters. I prefer not to read the whole for the present, but I beg to state that if you are what I take you to be, you must feel very mortified, on the arrival of this mail, of the course you have pursued towards me since my departure from New York. It is useless to *reiterate* to you my grievances; as men of heart and feeling you will understand, or rather comprehend them thoroughly. Do you intend to

171 make me suffer thus any longer? If Mr. Ripka understands his duty in the premises, he will enumerate to you in detail how honestly and thoroughly I have done my part, and defended and guarded your interests. I cannot speak any more on the subject.

I am, etc.,

B. Kock,
Gov.

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172 **Document No. 8.**

Port St. Minna, Aug. 30, 1863.

Paul S. Forbes,
New York:

Dear Sir,—I beg to hand you enclosed the required certificate (regarding the naturalization of my negroes as Haytiens, and the flourishing condition of the colony), and trust that it will secure you the payment from Government.
173 Mr. Ripka, who returns to New York by this steamer, will report to you verbally upon the condition of our colony. Whether he is able of conveying to you a correct opinion about it, I cannot say; the nature of the enterprise, and of the elements we have to deal with here, including the character of the blacks generally, of the Haytiens and their government, etc., are naturally foreign to him; *my* opinion, or judgment, seems latterly to have had so little weight with you, judging from Mr. Tuckerman's letters (in some instances almost insulting), that if they convey your im-
174 pressions, I must take it superfluous for the present to give it. In the meantime, I shall continue to direct the enterprise here more scrupulously than if it were entirely my own, but I shall also require of you to comply strictly with your part of the agreement, which you will, with me, consider the more binding and solemn, as it was a verbal one. I alone must have the sole direction of the enterprise on the island. I am ready at any time to follow your mature advice; but to supplant me, or to bind me, by giving me an associate director, would prove death to the enterprise.

Your financial agent will be here to fully protect your in- 175
terest, by giving him the power—as proposed in my last. What more can you ask? If you have reasons why not to recognize me for the present by notarial act as your partner in the enterprise, I at least require, in a simple letter from you and Mr C. K. Tuckerman, as holders of my lease of the island, that I and my heirs hold a *bona fide* ¼ interest in this enterprise (not ¼ interest in the net proceeds, as Mr. C. K. T. was pleased to write me). I have contributed as my share, and against the $70,000 which you
and associates have promised to provide, my lease of the 176
island, the engagement of the laborers, and my personal services, and I may safely promise that if you give me means of transportation, I shall be able to repay you this first year the greater part of your disbursements, by shipments of the newly discovered rosewood of the island. I request you, Mr. Forbes, to secure me and my children in the rightful possession of this, for the present my all, in a manner as you would secure yourself and yours.

I am clearing and tilling with all my force, to plant 177
Haytien cotton, the seed of which I expect presently from St. Marks. While this species of cotton grows almost without the need of cultivation, the sea island requires a thorough one, and a thorough preparation of the soil, which in this peculiarly dry year, I must postpone until the arrival of the required number of ploughs and mules. I shall cut rosewood, also, in the meantime, and haul of it as much as my poor teams of oxen will permit. In the sandy soil, near our bay, where the seed was tried last year, the sea island has come very well; the extent is, however, too
small to be of importance. But it has come equally well 178
now on that part of our prairie where I have ploughed twice, and since it had (for the first time) last week a whole day's rain on it. I had thus far not only to contend with the *force majeure* of the here unknown drought, but I discover I was out of season. From sure indications in nature, as the springing up of flowers and buds, and a renewed vigor in vegetation generally, I perceive that the second growing season is at hand, and that the real planting months here are September and October, and March and April.

My greatest desire now is that you should come over

179 here and judge for yourself. This really grand enterprise is well worth that trouble, and you will *then only* be able to form an unbiassed and correct opinion, which you never *will* have by getting reports from right or left. As an act of justice to me also I beg of you to make the trip, which, besides, will in many respects prove interesting to you.

You will have ascertained from Mr. Tuckerman, who opened the letter (if I recollect rightly whether he opened this one or all from New Orleans), the sale of my fine pictures Fluggen and Lies. He sold them in one of those hard moments at New Orleans when the best were in
180 trouble to procure food, for about one quarter of their value. I have only three left there now; one a Carolus, a beautiful cabinet picture, and two Marines, one of Le Poitevin, and the other of De Meyer; all three, as you are aware, celebrated painters. They are at your disposal, *de tout cœur*, if you deign to accept them.

Mr. Moore is very sick at present.

I am, etc.,

B. Kock.

Document No. 9.

Port au Prince, Sept. 29, 1863.

Paul S. Forbes, Esq.,
181 L. Jerome, Esq.,
C. K. Tuckerman, Esq., } New York:

Gents,—I wrote Mr. Forbes last on the 2d inst.* per steamer *Plantagenet*, but I received none of your favors by last mail (New York, the 20th Aug.), nor by the one arrived yesterday, from New York, the 20th inst.

Shortly after the departure of Mr. Ripka, I have been accidentally informed by Brown, Ross & Co. that he had left the island with the intention of proposing to the Hay-

* This date was incorrectly mentioned here by me. The date was 30th August, 1863. The mistake arose from my having no copy of the letter at hand when writing this.

tien Government to give you a lease of the lands of the 182
island for the consideration of ⅙th (one-sixth) of all our crops of colonial produce, to be delivered to them at the port. Sixteen and one half per cent. of our gross proceeds of cotton, coffee, etc., when I could have got the lands, and could get them now, at from five to ten Haytien dollars (or fifty cents to one dollar American currency) per carreau or three and a quarter American acres, if, according to agreement, you had sent me the necessary power, the possession of the island being transferred to you.

I was afraid of some such event, on information received 183
at the time of Mr. Ripka being in possession of your full power of attorney, and I wrote a private letter to the President of Hayti, asking him to postpone his recognition of my transfer of the A'Vache lease until certain conditions, *necessary* to a success of the colony imposed by me upon the transferees, had been fulfilled by them. I specially mentioned that I was not prompted by mistrust, having full confidence in their character; but that from error or unintentional neglect on their part much mischief might be done. The transfer had then already been accepted, and 184
the above is *one* of the dire consequences I wanted to avoid.

The non-arrival of necessary supplies, especially of the saw-mill, required to furnish our laborers with houses, and their subsequent and just dissatisfaction, which twice ended in open, armed rebellion, would have long ago broken up the establishment but for my unremitting personal exertions and energetic measures, executed at the risk of my life. How have you treated me in return, and what would your position be, if the facts of the case and 185
our correspondence on it were to be published?

Mr. Tuckerman, for instance, writing me under the 19th of April* to clothe my negroes in woolen, to shoe and shelter them properly, when he knew that I had not a shirt or a shoe, or an inch of plank to give them; and prohibiting me at the same time to draw on you for supplies. What was my position after having arrived on the island

* This should have been 20th of April. I was at this date in Port au Prince, and had not the copy of the letter at hand.

186 with 542 souls, twenty-five of which being sick of small-pox (this number increasing soon to about fifty), and receiving your letter of the 19th of April* containing information that nothing was to be sent out before being advised in New York of my arrival. And what would my position have been if I had not been able to procure a credit in Aux Cayes, aided by a to you unknown deposit of a thousand and odd dollars currency from my laborers?

When President Lincoln refused to execute the contract regarding the A'Vache colony, and bearing mine and his
187 signatures, I have transferred to you for the purpose of facilitating matters with the U. S. Government, both contracts, the latter and the one with Hayti for the island, not for value received, but on your agreeing to contribute $70,000 to the expenses of the enterprise, and to leave me a partner to the extent of one-half of the same, accepting my contribution of said transfers and my personal services as Governor of the colony, as equivalent of your capital. (*Vidè* Ostrander's memorandum of copartnership contract.)†

188 It then happened, that you had more trouble in fixing the contract with President Lincoln than we anticipated, and *unsolicited I allowed* you another quarter-interest in the enterprise, thus retaining only one-quarter for myself.

I left New York on the 6th of April, in charge of the *Ocean Ranger*, after having obtained on the previous day at Mr. Forbes' house your solemn promise that you would dispatch the balance of the required supplies, including the saw-mill, immediately after my departure from Fortress
189 Monroe, with the complement of negroes. I left the fort on the 13th of April, with 453 men, women, and children, and ever since, on the voyage and after landing, has my life been one of faithful and successful exertions in the interest of our colony, it having besides been exposed more than once in defending our common property. I landed my people on the 5th of May, and received shortly after,

* This should have been 20th of April, as above mentioned.
† This memorandum is the document marked "Document No. 3."

as mentioned above, Mr. Tuckerman's surprising letter of 190
the 19th April,* informing me that I was left to my fate for the time being, while I had on hand scarcely three weeks provisions. When you afterwards dispatched the small cargo, per brig *Abendroth*, you omitted amongst other necessities the most urgent one, the promised and contracted for saw-mill and steam-engine, a fixture of vital importance to any large plantation, but the more so to me, having a hundred houses, a church, school, &c., to build. You then gave your full power of attorney to Mr. Ripka, who had never put his foot on a plantation before, and who 191
consequently had no knowledge of the character of our enterprise, nor of that of our Southern negro at large, and you did not hesitate thus to virtually cut me altogether, me the originator and heart and soul of the enterprise, who had transferred to you, in trust, relying solely on your honor, a twenty years lease of one of the most beautiful islands in the world. This power of attorney is given in direct contravention of our agreement which permitted you "to engage at the expense of the enterprise, and to empower a clerk, whose business it shall be to manage and 192
to control the financial and the commercial affairs of the enterprise, and to receive all crops and all produce to be shipped to and to be sold by you or your agents, for the benefit of all parties interested. Please recollect that I have unsolicited offered you this right as a security for your ¼ interest, which ought to satisfy the most suspicious; while I from the beginning claimed as a *sina qua non*, to be the governor and *sole* director of the concern *on the island*, for the whole duration of the A'Vache lease. This you would not dare to dispute! 193

I did not acknowledge the validity of your power of attorney, and do not now; but I have worked on, for the best of all concerned, and shall continue to do so.

I now have explained to the Government here, that Louisiana and Mississippi planters, the best of the world, considered in ordinary years 16½ per cent. on their crops as very remunerating, and that the paying of that portion as

* This should have been 20th April, as above mentioned.

194 a duty to Government for the lease of the cotton lands, as offered by Mr. Ripka, was out of the question; that as partner of the enterprise, I would never consent to it, the proposal having been made in error by one unacquainted with the plantation business. I have also obtained an improvement in our garrison affairs, a subject of vital importance.

The import of brown sugar being prohibited here in toto, I had some trouble in getting the President's permission to enter the twenty-three barrels of brown sugar ordered by
195 Mr. Ripka, and arrived here a week ago per steamer *Darien*, from St. Thomas; I got the permission to day, for this once, and shall instantly take the sugar with me to the island; and I will plant enough cane this fall for my next year's consumption.

Knowing that several parties were angling for the remaining two uninhabited islands of Hayti, I have, in order to avoid their competition with our enterprise, secured the one for a friend, who holds it at my disposal, and I got the refusal of the last one, in case it were to be
196 farmed out at all.

I had samples of our newly discovered rosewood tried here by an experienced cabinet-maker from Paris, who pronounced it to be the finest wood he ever saw, and in quality quite equal to Brazil rosewood. He has polished the two samples, which I send you by this steamer, while I have ordered Brown, Ross & Co. to ship to you by first opportunity the two logs of which the two samples have been taken. I have also sent a sample to Paris to be tried there, and I have introduced it into the trade under the
197 name of West India Rosewood.

I have shipped from here to the island five bags of best Haytien cotton seed, obtained as a present from a friend, the best planter here, and I am promised as much more as I may require. I shall continue to cut Rosewood with two gangs; to cut and square posts for our people's houses, in order to prepare at least that part for them; and I let the balance of the hands continue to plant corn and cotton, both Haytien and sea island. I have also planted a large and suitable patch in Castor oil beans. Our American corn is all totally unfit for planting, it having become heated on

the voyage. I make it barely do for eating, but have to buy 198
creole corn for planting.

What is it now you can complain of, as far as *I* am concerned? The island surpasses my verbal description of it in every respect and is all that can be desired, and I can amply prove by facts and evidence that no mortal man could have done more and better for the colony under the circumstances than I have done! If you had given me according to agreement wherewith to make a crop, I could have proved you *already*, that I *can* raise a crop of 1,000
bales in the first year. You *know* that I have arrived on 199
the island out of the planting season and that I had until quite lately a most unusual drought to contend with. I had to ask for mules, my poor oxen being unable to plough the baked soil; but if you had sent me the saw-mill at the right time, I could have paid, by its proceeds, easily for the mules, while I could have housed at the same time my negroes, a duty which even the slave owner of Louisiana performs before he thinks of making a crop! I can do a large business at high prices for cash on the island itself in
lumber, and thus pay for the mules, which I can buy in 200
Jamaica, 13 to 14 hands high, at £15 a piece.

I have requested Mr. Forbes over and over again to visit the island in order that he might see, as a practical man, what I *have* done already, and what I *can* do, if I am properly sustained. I do so again most earnestly, and if he then should find, on personal inspection, that I have deceived you, with regard either to the island, its timber and fertility, or to my own conduct as director of the enterprise, I will abide by his judgment and accept the
consequences! 201

If, on the other hand, you are desirous of selling out your interest, as Mr. Ripka has informed one of my officers you were, common courtesy to me, nothing to say of the moral impossibility of selling that which is not exactly yours, should prompt you to apprise me the first of your intention and come to an understanding with me about it. It would be folly on your part to pursue any other course. What could you get for your interest without being able to dispose of the laborers, who, as you know, have all made four years contracts with *me individually*, while I am contending at

202 the same time with all my energy, of which you have seen something, and backed by right and justice, that you have no right to dispose of your interest without my approval, and that you have pursued a wrong course generally towards myself and the colony? You would kill the enterprise and thus lose all the money invested, and you would besides be drawn before the public in a light little in harmony with the philanthropic and abolition principles which you profess!

If you are really desirous of withdrawing and avoiding 203 all further responsibility in the enterprise, I am willing to take the whole upon my shoulders. Retransfer me my island and I will pledge myself to deliver all my crops, proceeds and produce of any kind, to White, Dutton & Co., the most respectable and trustworthy house of Aux Cayes, with the mutual understanding and contract, that they shall account to you for and pay over to you at least one-half (½) of the proceeds, until every dollar of your outlay, together with six per interest thereon, (except Mr. Ripka's expenses incurred) have been refunded to you!

204 The steamer *Saladin* has arrived yesterday with New York letters of the 19th inst. There was again nothing for me from you. It really takes all the attachment which I had formed for you and especially for Mr. Forbes, to make me sit down quietly under this unwarrantable treatment! But this attachment is sincere, and I am still inclined to think that you again have listened to some foolish advice or calumny, emanating from parties ignorant in matters like the one at issue, or *interested in its failure.* It is a serious matter, gentlemen, for all of us, but especially 205 for you, and I beg to warn you of the consequences, if you should choose to persist in the course which you have pursued so far to myself and colony!

I shall return to the island to-morrow by the steamer *Estère.* I have engaged here a minister for my people, a very worthy and intelligent colored man, who has engaged to make himself generally useful beside the above calling, say as time-keeper, etc., and I shall probably take him along with me. He will do a deal of good towards the disposition of the negroes, and assist me in many other respects.

Brown, Ross & Co. have informed me, to my regret, 206 that Mr. Skinner has been lately obliged to fly for safety from the island. I have not yet heard the particulars, but shall examine them on my return and decide whether to take him back or let him go. Brown, Ross & Co. state that he is not inclined to return, which however is of little moment to me. Mr. Skinner has disagreeable manners, or rather *language*, when excited (which in this torrid clime *will* occur); but he is honestly disposed, and moreover a man of more than ordinary practical knowledge in every branch of plantation business, and in fact one whom we 207 will find it hard to replace.

The newly engaged minister informs me just now, that he cannot leave to-morrow; so I can only expect him on the island in a fortnight. I have good reasons to believe that our factors in Aux Cayes, Brown, Ross & Co., together with the house of Roberts, Nephews & Co. (both of the same standing, viz., much cry and no wool), are working together *quite harmoniously*, with regard to our affairs, and that they have no doubt the ultimate view of stepping into the enterprise, if *you* should give them a chance of doing 208 so. *I* have entrusted Brown, Ross & Co. with the factorage, and *I* have therefore the power to take it from them, and I shall do so at the first *just* opportunity they give me.

You will please apprise me by return of this mail of your intentions; in the meantime I shall act for the best of all concerned.

Sincerely yours,

BERNARD KOCK. 209

GENERAL RULES AND REGULATIONS,

For the Colony of A'Vache, prepared by Mr. Bernard Kock, and agreed to by all the Colonists, as part of, and before signing, the labor contracts referred to in folios 55 and 56 of Statement.

1st. All laborers and mechanics shall begin their daily

210 labor at daylight, or at such an hour as the superintendent may appoint, when the rolls will be called.

2d. The daily time of labor (10 hours) is divided into four quarters, representing each one-fourth of the amount of one day's wages.

3d. Any laborer or mechanic who is not present punctually at the calling of his roll, shall be fined for the amount of one quarter's wages, sickness or leave of absence
211 excepted.

4th. Any laborer or mechanic who should report to his superintendent or captain only when already at work, shall be fined two quarters or one-half day's wages. If he reports only during the second quarter he shall be fined a whole day's wages. And for any longer unwarranted absence from his work he shall be fined in proportion to the above fines, viz.: for double the neglected time.

212 5th. Any person belonging to the colony, from fifteen years old upwards, who should be convicted of stealing, shall be held to return to the suffering party the stolen article or its value, and shall besides be fined for the amount in money of the same article. Any person convicted of a second or subsequent offence, shall be fined for twice the amount in money, and shall also return the article or its value. Any person holding or receiving stolen property, knowing it to be stolen, shall be fined for half the amount annexed to the offence of stealing the property.

213 6th. Any person convicted of fighting or riotous proceedings, whereby the peace of the colony may be disturbed, shall be fined ten dollars Haytien currency for the first offence, and double that amount for any subsequent offence.

7th. Any person convicted of having disabled in a fight, or otherwise, intentionally or through neglect, another member of the colony, shall be held accountable for all the expenses incident upon the sustenance and care of such disabled person.

8th. Any person convicted of being drunk shall be fined 214
ten Haytien dollars for the first offence, and double that amount for any subsequent offence.

9th. All fines collected in execution of Articles 5, 6, 7, 8 and 13 of these regulations shall constitute a hospital, church and school fund for the benefit of the colony.

10th. The adult male colored members of the colony shall elect from their number six colored men, who shall constitute a tribunal or jury, to serve for the term of one 215
year, whose duty it shall be to arraign and try all persons accused of offences against Articles 5, 6, 7, 8 and 13 of these regulations. Said jurors shall report by their foreman the verdict in each case to the Governor, who shall execute the law in such case made and provided. Such trials shall be held between the hours of seven and ten P. M., subject to the call of the Governor.

11th. Such men as may be appointed foremen of laborers shall receive ten per cent. over and above the ordinary 216
wages.

12th. The foremen so appointed shall constitute the corps of supervision and police of the colony, and shall elect a captain from their number. It shall be their duty to preserve order, do night-watch duty by rotation, and arraign for trial all persons accused of offences against Articles 5, 6, 7, 8 and 13 of these regulations.

13th. Any person refusing or neglecting orders duly 217
given by the superintendents or their foremen shall be fined five Haytien dollars, and if continuing refractory shall be dealt with as the Governor may deem advisable.

14th. All persons having been convicted of the second offence against any of the Articles 5, 6, 7, 8 and 13 of these regulations shall forfeit all claim to the ten per cent. interest in the profits of the colony as mentioned in the contract.

BERNARD KOCK, Governor.

AFFIDAVIT OF WILLIAM S. SKINNER.

I, the undersigned William S. Skinner, do hereby declare and testify: I am a native of the State of Georgia, United States of America, and have resided chiefly in that State; I am thoroughly well acquainted with Southern agriculture, especially cotton growing, and have worked and superintended on cotton plantations in Georgia and Alabama for fifteen years; I am a practical saw-mill man, and am well acquainted with the lumber business; I have run saw-mills, mostly in connection with cotton plantations, for eighteen years; I am well acquainted with all the branches of the mechanical department required on large cotton plantations; on the 28th October, 1862, I have been engaged by Mr. Bernard Kock to act for him as overseer and superintendent of a cotton plantation and saw-mill business to be established on A'Vache Island, West Indies, of which island Mr. Kock held a lease for twenty years, and which he intended to work chiefly with contrabands; Mr. Kock was endeavoring at that time to make a contract with President Lincoln for the colonization of 5,000 negroes on A'Vache; Mr. Kock advised me, on the 1st of January, 1863, from Washington, that he had actually made such a contract with the President; Mr. Kock returned to New York towards the latter part of January; he then informed me that for several reasons he must associate with him some party in New York, who by their position and standing would guarantee to the President the high character of the enterprise, and who would, by the contribution of ample means, ensure a favorable result; although greatly disappointed by this continued delay, I determined to stick to Mr. Kock, having formed a high opinion of his character and his capacities regarding the direction of the enterprise; I had been offered, meanwhile, more remunerating employment than that of Mr. Kock's, but I considered my

prospects in his employ very favorable; towards the commencement of March, Mr. Kock informed me that he had formed an association with Messrs. Forbes, Tuckerman & Jerome regarding the prosecution of the enterprise; that these gentlemen had agreed to contribute the required funds, but that he, Mr. Kock, was to have the sole direction of the enterprise on the island, during the duration of the lease; by order of Mr. Kock I then left the temporary employment which I had entered to make my expenses, and I assisted him in the preparation of the expedition; the British ship *Ocean Ranger* was chartered to carry about five hundred negroes and part of the supplies to A'Vache; Mr. Kock told me that a second ship was to follow as soon as the required machinery, including a steam-engine and saw-mill could be got ready; by order of Mr. Kock, and in his name, I prepared a contract for this machinery with Messrs. Stevens & Co., 222 Pearl, New York, to the amount $6,300, and another one with Baker, Wells & Co. for about 170 M feet of lumber, including 130 M feet boards, to be shipped together with the machinery; towards the end of March, I heard from Mr. Kock that the expedition was again checked by accounts from Washington that the Government was not willing to execute the above-mentioned contract, in the form as it was made by Mr. Kock with the President; Mr. Kock proceeded to Washington and returned to New York in a few days; he informed me on Friday, 3d of April, that Messrs. Forbes & Tuckerman had made a new contract with the United States Government for the colonization of five hundred negroes; that he would leave New York on Monday, the 6th April, on the *Ocean Ranger* (which vessel had meanwhile taken in her cargo), for Fortress Monroe, there to ship the negro emigrants; Mr. Kock ordered me to take charge of the second vessel, and to superintend the shipping of the machinery, the lumber, and the balance of the supplies left by the *Ocean Ranger;* on the following day I saw Mr. Tuckerman on this subject; he confirmed it, and told me distinctly that the second ship, with all that was ordered and required for the colony, was to be dispatched, according to his and associates' agreement with Mr. Kock, within eight days from the day of sailing of

the *Ocean Ranger* from Fortress Monroe, with the negroes on board. He also requested me to arrange Mr. Kock's contracts for machinery and lumber, so as to be able to have everything on board within eight days after he had chartered the ship, on receiving advice of the *Ocean Ranger's* departure from the Fort; I went to the respective parties, who then obligated themselves to have everything on board within ten days from the time I would give them notice to ship; on Monday morning, the 6th of April, Mr. Kock told me, at Mr. Tuckerman's office, that Messrs. Forbes, Tuckerman & Jerome had, at a last meeting held the day previous, pledged themselves to him again to dispatch the second ship within the above-mentioned delay; he then took leave of me at eleven o'clock A. M., and went to sea the same day, together with his other employees, on board the *Ocean Ranger;* Mr. Tuckerman left New York for Fortress Monroe, on Tuesday, the 7th April, in order to meet there the *Ocean Ranger;* I attended meanwhile to the getting ready of the machinery; on the 15th of April, I received a letter from Mr. Kock, dated "on board the *Ocean Ranger*, April 12th," informing me of his having taken on board about four hundred and fifty negroes, men, women, and children, and of his being on the point of sailing for A'Vache; Mr. Tuckerman arrived at New York at about the same time with this letter, and corroborated Mr. Kock's accounts of the shipping of the negroes, and instructed me to push on the completion of the machinery; on an understanding with Mr. Tuckerman, I left Mr. Kock's office, No. 17 Broadway, returning the key to the owner, and moved to Mr. Tuckerman's office, No. 50 Wall street; Mr. Tuckerman took steps to charter the required vessel, and requested me to ascertain the bulk of the cargo to be sent, in view of determining upon the required tonnage; I did so, and reported to him accordingly; the next day, on arriving at the office, I was startled by Mr. Tuckerman's communicating to me that it had been decided by the members of the association, that nothing more was to be sent out to the island, until the safe arrival there of Mr. Kock and his men was ascertained; I expostulated against this breach of agreement; I examined the list of provisions shipped by the *Ocean Ranger*, and found that it consisted

only in six weeks' supply from the date of departure from the Fort; Mr. Forbes meanwhile entering the office, I also expostulated with him on the subject; I pointed out to him that Mr. Kock had only six weeks' provisions, that it would take probably two months to hear from him, and that the necessary supplies could not well reach him under three months from that date; I said that Mr. Kock, so far as I knew, was not provided with money or a credit to buy supplies, and that it was positively cruel to expose him and his men to hardship and even starvation; Mr. Tuckerman here sided with me, but Mr. Forbes said, "How can I send now another cargo? suppose the *Ocean Ranger*, with Mr. Kock and all on board are lost, what can we do with the second cargo on the island?" I replied, "That is a risk which is incumbent upon you in such an enterprise, and which you ought to have considered sooner." Mr. Forbes then said, "Mr. Kock is smart enough to take care of himself; there is plenty of fish, wild animals, and wild fruit on the island, and if they do not know how to help themselves under such circumstances, they deserve to starve." I again replied; "But, Mr. Forbes, they have as yet no powder, no fishing-tackle—they will be positively helpless;" Mr. Forbes then said: "I will positively not send anything before I hear from Mr. Kock; this is the last of it, and there is no use of further talking;" the following day Mr. Tuckerman sent me to some firm, who had a ship up for Aux Cayes, to inquire whether they would take a few tons of provisions on freight; the firm refused, their vessel being full; I was instructed to countermand the preparations for the shipment of the machinery and lumber, which I did; my salary from Mr. Kock was to commence only on the day of my departure from New York; I was, therefore, doubly disappointed by this new delay, and informed Mr. Tuckerman that I could not remain in the employ of the association; he then proposed to pay me on his own account one hundred dollars a month from 6th of April to the 1st of June, provided the vessel did not sail before that time; I accepted the proposition; from that time till my final departure I had frequent and intimate conversations at the office, both with Mr. Tuckerman and Mr. Forbes, the latter of whom has his office adjoining that

of Mr. Tuckerman; they always expressed themselves satisfied with their prosecution of the enterprise. Shortly after his return from Fortress Monroe, Mr. Tuckerman has spoken to me about Mr. Kock's connection with the enterprise in the following manner: "I must inform you that Mr. Kock has one-quarter interest in the A'Vache enterprise, but I must caution you now not to mention this fact outside, as it might come to the knowledge of the government, which is opposed to Mr. Kock's having any connection with the enterprise; besides, I have other reasons why his interest in the enterprise should be kept a secret." On the 20th or 21st of May, Mr. Tuckerman introduced me, in his office, to Mr. A. A. Ripka, who, he told me, was that day going out to A'Vache, to act there as the commercial agent and representative of Messrs. Forbes, Jerome, and himself, under their full power of attorney; Mr. Tuckerman, later on the same day, explained to me Mr. Ripka's position in the enterprise in opposition to that of Mr. Kock; Mr. Tuckerman expressed himself on this subject in the following words, which very words I perfectly well recollect, because I naturally paid full attention to a piece of information which was of great importance to me with regard to my future position on the island, in connection with that of the two gentlemen in question; he said, "We are four partners in this enterprise, Mr. Kock, Mr. Forbes, Mr. Jerome, and myself; Mr. Kock holds one-quarter interest in it, and we three New York partners hold the balance between us; we send out Mr. Ripka to represent us, not that we distrust Mr. Kock, but to make sure that he can do nothing against our interest; Mr. Ripka is not to interfere unnecessarily with Mr. Kock's direction, nor on a slight difference of opinion only, but he is to do so in case he should see our interest endangered so some extent; we have got Mr. Kock in such a fix, that Mr. Ripka could even turn him out of the concern; but that would not be right, as Mr. Kock has contributed the lease of the island, has done everything so far, and is, in fact, the heart and soul of the enterprise; besides, we want him and require his services;" Mr. Kock has since shown me a letter, dated New York, July 17, 1863, and signed "for Messrs. Forbes & Jerome, C. K. Tuckerman;" in which Mr. Tuckerman

writes: "What Mr. Forbes did say, you must well remember, that so far as the one-quarter interest in the result of the expedition was concerned it would be reserved for you out of the net profits, in the shape of salary."

This statement is entirely at variance with Mr. Tuckerman's above verbal comunication, in which he stated to me the fact clearly, that Mr. Kock was the *bona fide* shareholder in the enterprise to the amount of one quarter.

On or about the 25th of May, Mr. Tuckerman received Mr. Kock's letter announcing his arrival on the island. Mr. Tuckerman then chartered the brig *Abendroth* to procede to A'Vache, with what she could take of the requirements for the Colony. A few days afterwards a Mr. John Moriarty arrived at New York from A'Vache, via Havana. He had gone out on the *Ocean Ranger* in the employ of Mr. Kock, to act as clerk and book-keeper. He called on Mr. Tuckerman, at the office, and stated, among other unfavorable reports, that the island was sand barren, and that there were no trees on it thicker than a man's waist, and that the quality of the timber was worthless. These reports seemed to trouble both Mr. Tuckerman and Mr. Forbes, although I advised them not to trust, in contradiction of Mr. Kock's reports, those of a man who could give no satisfactory account, whether and why he had been discharged or had absconded from Mr. Kock's employ. A day or two after, Mr. William Arthur, who furnished the stationery of the enterprise, called at the office and stated to Mr. Tuckerman in my presence, that he, Arthur, had just then discovered that the above John Moriarty, his brother-in-law, had acted very badly towards him in some monetary transaction. I inmediately advised Mr. Forbes to dismiss reports about the island, coming from such an unreliable authority as that of Moriarty's. I explained over and over again, how a saw-mill was an object of first necessity on a large well-timbered plantation, and I pressed him to send it out immediately, together with the lumber.

My pleadings were in vain, and it was concluded that I should go out to A'Vache in the brig *Abendroth*; that I should carefully examine the soil of the island, and the quality of the timber; that I should report to them on that subject, and that upon receiving from me favorable reports,

they would send out without delay, the saw-mill and all that was required. The brig *Abendroth* took only part of the supplies, which were at that time ready for shipment. I left New York on board of her on the 10th of June and I arrived at A'Vache on the 1st of July. On the day of my arrival I rode over a large part of the island; I examined carefully the soil and timber, and found that Mr. Kock's favorable description of both not only were correct, but behind the reality. I perceived that Mr. Kock had ably managed the Colony, and I found more and better work done than I had anticipated to find, considering the difficulties under which he had been laboring.

On the next day I wrote Mr. Tuckerman a detailed report, in correspondence with these facts before me. This letter went, via Port au Prince, per steamer of the 7th of July from that port, and Mr. Tuckerman must have received it on the 15th or 16th of that month. I urged in it the immediate shipment of the saw-mill, and of at least 50 mules, or the means to buy them here, and added that without these necessities no success could be obtained; with regard to mules required on the plantation and for the saw-mill, Mr. Kock had not ordered any at the time in New York, because, as he has often mentioned to me before his departure, he intended to buy them in Jamaica, or on the Main, where he would get young strong mules, 13 to 14 hands high, at from $40 to $75 a head, and that he intended to pay for the mules by the proceeds of his saw-mill; this plan was a correct one, as mules of the above description can be had at Curaçoa and Jamaica at the prices mentioned, while common pine lumber has been selling here all Summer and Fall at from $50 to $80 Spanish a thousand feet; as far as I know, there is no saw-mill running in the whole of this country; mules were the more required on A'Vache, as in consequence of the unusual drought of this year's Spring and Summer, but little headway could be made in cultivating by the hoe, the implement exclusively used by the Creoles of this country.

The island of A'Vache is about fourteen miles long, by three to four miles average width, and it can hardly be surpassed in point of beauty of scenery and quality of soil; there are in this country two planting seasons in the year,

March, April, and September, October; cotton planted in the first season matures in September and August, and that planted at the second season in February and March, and oftener it matures sooner; there are at least six thousand acres in one body of rich black and reddish rich prairie land, closely resembling the best cotton lands in Alabama; the whole of this land on A'Vache is ready for the plough; the western end of this body of 6,000 acres of prairie land is situated in the southwestern part of the island, within two miles from the present settlement, whence it stretches eastward as far the eye can reach; it is slightly rolling, covered with luxuriant grass, has an excellent natural drainage, and must have been, from many indications, cultivated in past times; Mr. Kock informed me that it was on a part of the hills bordering the south side of the Prairie, and situated near the sea shore, that he intended to locate the village of the laborers as soon as he would have received the saw-mill and lumber; a more healthy and airy position could not have been found in the West Indies; the whole of the eastern part of the island is level, and has mostly a light soil, very similar to that of the so-called Sea Island soil of Georgia and South Carolina, and is covered with timber; I have tried a little Sea Island cotton seed on A'Vache on this species of soil, which produced the genuine article of long stapled cotton; the hills on the island are mostly all well timbered, and afford excellent places for coffee plantations; the timber on the island is valuable, and comprises qualities from soft wood to the hardest teak; I have seen trees from three to four feet diameter of trunk: a saw-mill on the island might have supplied the whole of Hayti with building material for years to come; there is a species of rosewood tree on the island in large quantities, which wood I consider to be very valuable, as much so as the Brazil rosewood; a few cargoes of this wood alone might have sufficed to pay for the outlay of the expedition.

When Mr. Kock, on the 5th of May arrived with the expedition on the island, he was too late to plant for the spring season; had he subsequently received the saw-mill at the time as promised, and pledged him by the New York partners, he would have been able, in a month's time from its erection, to pay by its proceeds for the fifty mules required,

and with fifty mules we would have been able to prepare at least 500 acres for the planting Fall season, and during the winter one thousand acres more for the Spring season; by April, 1864, we could have raised over a thousand bales of cotton; our working force consisted of about 230 young able-bodied men, and about 150 women, boys and girls; Mr. Kock had brought these negroes, by degrees, under a perfect control, and had systematized their labor as custom ary on large plantations; he paid the men four Haytien dollars (32c. Spanish) for a full day of ten hours' work; out of this they had to find themselves, but as by his contract with the Haytien Government, Mr. Kock imported his provisions and goods free of duty, he largely undersold from his store on the island the Haytien merchants of the main land, while he made a profit of 25 per cent.

The price of labor on the farms on the main land is also four Haytien dollars per day, but there the laborers have to pay for their supplies from 25 to 50 per cent. higher prices than those at which Mr. Kock provided his men on the island. Mr. Kock has been an able administrator of the A'Vache colony in every respect. He knows thoroughly the character of the Southern negro and his management. Early in July the dissatisfaction of his colored people on not getting their comfortable houses as promised, broke out into an open rebellion on the part of most of them. With the aid of a Haytien military guard of 15 men and 2 officers, and himself at the head of his white overseers, Mr. Kock subdued the rebellion immediately, and thanks to his cool and determined proceeding, without loss of life. He sent the ringleaders off the island, and reduced the remainder to a state of perfect subordination. Since that time Mr. Kock kept a Haytien guard of some 12 men, including the officer commanding it, on the island, of which guard he had entire control. In fact, he was well supported by the Haytien authorities, with whom he seemed to have great influence.

On the 12th Sept. I left the island of A'Vache under the following circumstances. Mr. Kock had gone to Port au Prince on business of the concern, and had left me in charge of it. On the day stated, I discovered that two of the negroes had conspired to take my life or to assault me.

I had been obliged to dock them several times for going too late to work; possibly, also, that they were set on by somebody to conspire against me. I could not make the Haytien guard understand the case, not speaking French myself. I crossed over to Aux Cayes and requested Brown, Ross & Co., merchants of that place, to whom A. A. Ripka, before his return to the States, had transferred his power of attorney of the New York partners, to send somebody to the island with me, who could give the necessary instructions to the guard on the island regarding my protection. This Brown, Ross & Co. refused to do, but said they preferred to settle with me, which proposition, disgusted with their proceeding in the premises, I accepted. I would have since readily returned to the island, if Mr. Kock had retained the control and direction of the enterprise.

I visited Mr. Kock on the island on the 17th Oct., shortly before he left it himself, and I observed at that time that the colored people were quite attached to him. The last time I visited the island was on the 20th inst. I found the enterprise abandoned and the negroes pretty well demoralized. I picked that day some bolls of the Sea Island cotton which I had planted, as stated above, as a trial, in the month of August, on Sea Island soil of the island. The staple of it is over two inches long. The plants were covered with bolls, but quite neglected, and mostly trodden down. There are about 40 acres of the prairie and cleared land planted in cotton on the island; most of it was planted already when I left the island on the 12th Sept. This cotton stands beautifully, some of it of man's height, and covered with bolls. There are besides about 10,000 coffee and about 5,000 banana trees planted and growing finely, and about 8 to 10 acres in corn, vegetables, etc.; all of which growing produce has been neglected since six weeks, and must soon go to waste. The necessary houses for the administration, also the store and the warehouse, have been built and are properly constructed. There were 18 carpenters among Mr. Kock's negroes, one blacksmith and bricklayer, one shoemaker, one painter, and the balance were field hands. There are about five miles of excellent road, some of it corduroy, made by Mr. Kock on the island; 1000 cocoanut trees are planted near the settlement, and several

acres of palma christi or castor oil plants; besides, the other customary plantation improvements, as fences, blacksmith and carpenter shop, etc., sheds, stables, kitchens, boat and other outhouses, have been erected. There are plenty of wild hogs on the island; I have seen frequently large numbers of them; I have seen also two wild cows.

I am a citizen of the United States of America, of lawful age.

Done at Aux Cayes, Hayti, W. I, this twenty sixth December, A. D. 1863.

WILLIAM S. SKINNER.

Sworn to and subscribed before me, James De Long, Consul of the United States at Aux Cayes, the day and year aforesaid; and I further certify, that the deposition was reduced to writing by Bernard Kock; the object in taking said deposition was to perpetuate the deposition of the deponent, not knowing where his future residence may be, as stated to me. On the seventh line of page 205, the date the 10th was interlined before signing.

Witness my hand and official seal.

[L. S.] JAMES DE LONG,
U. S. Consul.

AFFIDAVIT OF DR. EMIL MÜLLER.

Moi le soussigné Docteur de Médecine Emile Müller declare:

Je suis citoyen Prussien. J'ai reçu mon diplome de médecin dans l'an 1845 à l'université de Berlin. Depuis j'ai été pendant neuf ans chirurgien major dans l'armée prussienne. Je reside actuellement dans la ville Des Cayes, ou je pratique comme médecin-chirurgien. Le 4 mai de l'année courante, Mr. Kock fermier de l'ile A'Vache a demandé mes services de médecin pour une colonie de 450 personnes de race africaine, avec lesquelles il était arrivé ce jour là des Etats Unis. Le même soir Mr. Kock m'a amené à bord du navire *Ocean Ranger*, qui était à l'ancre á la pointe Nord Ouest de l'ile A'Vache. J'ai trouvé á bord qu'á côté de quelques cas de maladie legère une vingtaine de gens de Monsieur Kock étaient attaqués de la petite verole, lesquels malades avaient été soignés correctement par le Dr. C. Moore, médecin de Mr. Kock. Le lendemain matin Mr. Kock faisait transporter ces malades à terre, sur la pointe Nord Ouest, ou, sur la plage dans un endroit convenable, Mr. Kock avait fait construire la veille un hangar pour leur reception. C'est á cet endroit que Mr. Kock faisait transporter depuis tous les nouveaux cas de petite vérole qui continuaient á se montrer dans la colonie. J'ai fait le service comme médecin-visitant de la colonie et de l'hôpital de petite vérole de l'ile A'Vache pendant trois mois en conjonction avec le Dr. Bernarvon, President du Jury medical Des Cayes. A une époque il y avait près de 50 cas de la petite verole á la fois. Cette maladie a disparu au commencement de Juillet. Pendant les trois mois que j'ai visité l'établissement de Mr. Kock sur l'ile A'Vache, celui-ci a soigné ses malades aussi bien qu'il a pu le faire dans des circonstances aussi difficiles que les siennes et sans égard pour sa propre vie et santé, qu'il exposait à chaque instant aupres de ces cas graves de maladie contagieuse. Mr. Kock dirigeait la colonie d'une manière intelligente et

pratique et posède evidement des talents administratives eminants. Il jouissait d'une sympathie generale pour son établissement de la part du gouvernement et du public des Cayes, et d'après ce que j'ai vu et entendu sur ce sujet, c'était un regret universel quand il a du abandonner l'ile A'Vache. Malheureusement ses installations d'hôpital n'ont pas été suffisantes. Des circonstances dont apparemment il n'était pas le maître l'ont empeché d'executer ses intentions à cet égard qu'il m'a communiqué á son arrivée. Il attendait alors de jour en jour avec une angoisse évidente l'arrivée d'un navire qui devait lui apporter les planches necessaires pour la construction d'un hôpital de cinquante lits, ainsi que 50 lits de fer et matelas, et tous les objets exigés dans un hôpital. Nous avons perdu vingt et quelques cas de la petite vérole sur l'ile A'Vache; c'est un fait á constater vûe dans les premières 5 semaines les malades allaient singulièrement bien; quand un revirement s'est operé dans l'épidémie et a causé presque l'entière mortalité mentionnée ci-haut. La temperature sur l'ile est agréable et son climat doit être sain par l'exposition de l'ile au brises continuelles de la mer.

Fait aux Cayes ce 26 Déc. 1863.

DR. EMIL MÜLLER,
Médecin-chirurgien et accoucheur.

Sworn to and subscribed before me, James De Long, Consul of the United States at Aux Cayes, the day and year aforesaid; and I further certify that the deposition was reduced to writing by Bernard Kock; the object in taking said deposition was to perpetuate the deposition of the deponent, not knowing where his future residence may be, as stated to me.

Witness my hand and official seal.

[L. S.] JAMES DE LONG.
U. S. Consul.

AFFIDAVIT OF SURVILLE TOUSSAINT.

I, the undersigned, Surville Toussaint, do hereby depose and testify: I am a native and citizen of Hayti, W. I., and I reside at present in the city of Port au Prince; I am Senator of the Republic of Hayti, and planter; I have resided in Port au Prince at the time when Mr. B. Kock made his contract with the government of Hayti for the lease of the island of A'Vache, and I was present when that contract was signed by both parties on the 8th of August, 1862; I have assisted Mr. Kock in making the contract, and I have been his security on it; Mr. Kock has experienced at the time great difficulty to obtain said contract, and his success in the matter was due only to his extraordinary energy, perseverance and capability; on the 1st of September last, I have succeeded to obtain from my government the lease of the island of Cayemite, for the term of ten years on nearly the same conditions as those contained in the contract for the A'Vache lease; the island of Cayemite is situated about twelve miles to the north-east of the port of Jeremie; it is about six miles long from west to east, by three miles from north to south; this island is not as level as A'Vache, and for that reason not quite as well adapted to the cultivation of cotton; but in other respects, regarding timber, quality of soil, etc., etc., it is of about the same description as A'Vache; with regard to the value of the respective two leases I herey declare that I, a practical man and planter, and well acquainted with the resources of my country, have actually refused to accept the *bona fide* offer of one hundred fourteen thousand Spanish dollars cash, for the transfer of my rights and privileges in my said contract for the lease of the island of Cayemite; I have raised cotton extensively on my plantation, and have made on the average, per year, twenty-two hundred pounds of clean cotton per carreau (300 steps sbuare), with two crops in the year of the same plant.

Done at Port au Prince, this 6th of January, 1864.

SURVILLE TOUSSAINT.

LEGATION OF THE UNITED STATES,
Port au Prince, Hayti,
January 6th, A. D. 1864.

Then the above-named Surville Toussaint came before me at this Legation and signed the foregoing affidavit, and made oath that it was true. Witness my hand, and the seal of this Legation hereunto.

[L. S.] B. F. WHIDDEN,
U. S. Commissioner, &c.,
In Hayti.

AFFIDAVIT OF EUGENE MÜLLER.

I, the undersigned, Eugene Müller, do hereby depose and and testify: I am a native of Prussia, of lawful age, and reside at present in the city of Port au Prince; I have resided for the last six years in this country, three years of which I have acted as overseer and manager of the Perigny plantation, the finest estate in the Southern department of Hayti; on or about the 15th of November, 1862, I was engaged by my brother Mr. L. Müller, then Surgeon General of Hayti, by order of Mr. B. Kock, lessee of A'Vache island, to enter into the said B. Kock's service, and to take for him possession, and charge of the said island until such time as he might return from the United States; my salary was to be fifty dollars per month; on or about the 25th Nov., '62, with the consent and assistance of the Haytien authorities, I took possession of the island for Mr. Kock, and upon his orders I thoroughly explored it and wrote to Mr. Kock minutely the result of my explorations; the island of A'Vache lies to S. S. E. of the city of Aux Cayes, and is about fourteen miles long, by about four miles average width; the soil of the island is as rich and fertile as the best soil of the main land of Hayti, and the largest portion of it is particularly well adapted to the culture of cotton; I have considerable experience in the cultivation of cotton, having raised this product extensively on the above named Perigny estate.

The bay of Ferret, being the best and safest harbor of the island, and most conveniently situated on account of its proximity to the city of Aux Cayes, I have prepared on its N. Western end a place of settlement for the colony with which Mr. Kock was to arrive; I have employed for

account of Mr. Kock twenty-five native laborers to clear the land of and near the place of settlement and I have constructed on it three creole houses for the temporary reception of the emigrants; two of these houses are each 30 feet long by 15 feet wide, and one 60 feet long by 30 feet wide; when during the month of February I was informed of Mr. Kock's difficulties in starting the expedition, I discharged the laborers, but continued myself to occupy and to explore the island; the timber of the island is valuable and comprises nearly all qualities from the soft to the hard wood; I found in the hills considerable mahogany, some trees of it measuring four feet diameter; full two-thirds of the island is level or slightly rolling, the balance, hilly, up to 3 or 400 feet above the level of the sea; the hills offer the finest sites for coffee plantations; to the S. E. of the place of settlement is a tract of prairie land of rich black and reddish soil, free of rock and ready for cultivation; it stretches far off to the east of the island, and comprises considerably over 5,000 acres of the best cotton land that can be found any where; all this land is level or slightly rolling, and has an excellent natural drainage; from many indications I concluded that this land had been formerly under cultivation; at a mile to the east of the Bay of Ferret I found the large well preserved indigo cisterns, built of stone and mortar, at the time of the French occupation, by a Mr. Soulé, who had at that time, according to the history of the country, a large Indigo plantation on the island; there are three lakes on the island, two of which contain brackish water, but the largest one, which is ¾ of a mile long by about ¼ mile wide, fresh water; to the East N. East of the Bay of Ferret, at about two miles' distance, lies the place called the "Habitation Bernard," where coffee trees and pine apple plants tell of former settlements in that region; I have found many orange groves on the island, and in nearly all parts of the island orange trees with sour or sweet fruit; there are large quantities of wild hogs on the island, and at the different seasons plenty of game, as ducks, snipe and ramiers (a species of partridge.)

The different bays of the island have been at all times the favorite fishing grounds of the Haytien fishermen of

Aux Cayes and neighborhood. On the 4th of May last Mr. Kock arrived at Aux Cayes in his boat, his vessel, the *Ocean Ranger*, with the emigrants, having anchored off the northwest point of A'Vache. I reported to him immediately, and in the evening of the same day he took me and Dr. Emil Müller of Aux Cayes on board of his ship. On arrival on board Dr. Müller pronounced about twenty people to be sick with small-pox, and approved of the medical treatment which they had so far received. I inspected the general condition of the emigrants, their berths, &c., and found that everything was highly satisfactory. The between decks were as clean as possible under the circumstances, and were fumigated that night twice with burnt sugar. Lamps were suspended in different parts of the between decks, and regular watches kept and patrols made during the whole night by Mr. Kock's employees on board. The following morning the small-pox sick were landed on the northwest end of the island, where temporary accommodations had been prepared for them on the preceding day. The balance of the emigrants were then landed in boats at the place of settlement. The *Ocean Ranger* anchored in the Bay of Ferret on the 6th, and commenced to discharge cargo on the following day, with the aid of two large lighters which Mr. Kock had meanwhile ordered over from Aux Cayes. The women and children and part of the men found shelter in the largest of the three houses; one of the others was used for the reception of the landed goods and provisions, and the third one for the hospital. New small-pox cases occurring were immediately despatched to the above small-pox hospital, for both of which nurses were appointed.

On landing, Mr. Kock directed part of the men to construct a wharf of rough timber for the landing of the cargo, part to unload and land the same, part to clear and do other work incident to cultivation, while part of the men, assisted by the women, were occupied with erecting palmetto huts for their families. From that time out I made myself generally useful to the colony under Mr. Kock's direction until I left his employ towards the middle of June. I have tended the sick, acted as clerk or overseer, or filled orders for Mr. Kock in Aux Cayes and neighborhood. During

that time Mr. Kock has most admirably discharged his duties as governor of the colony. He acted conscientiously in every respect, and proved himself capable in every department. When I left the colony and looked back upon all he had done since his arrival on the island, I could not find, even with the experience I had obtained during that time, that the affairs of the colony could have been managed wiser or more profitably in any respect.

Unfortunately, Mr. Kock arrived too late for the spring season, which is March and April, and since his arrival an unusual drought prevailed as I have never yet experienced in Hayti. The accommodations which Mr. Kock brought with him for himself, his officers, and men, were poor; but I heard him repeatedly state to me on his arrival that he expected every day a vessel to arrive from New York loaded with everything required for the colony. It was as late as a fortnight after his arrival before he had erected for himself a little shanty twelve feet by sixteen feet. At about that time a commission was sent to the island by the President of Hayti in order to inspect the new colony and examine into its management. The commission consisted of eight prominent officials and citizens of the country, and was accompanied by the authorities of Aux Cayes. I have heard every one of these gentlemen express himself with admiration and satisfaction on Mr. Kock's management of his colony and on the work he had accomplished that far.

Mr. Kock seemed to have had much experience with the character and management of negroes; he controlled them with tact and ease.

Had he been properly sustained by his home partners, I do not see why he should not have made this agricultural enterprise on A'Vache a brilliant success.

In my experience with West India agriculture, remunerating almost under all circumstances, I have never yet seen an instance where the elements of success were so eminently combined as in Mr. Kock's plantation on A'Vache. He had the most fertile virgin soil to be found in the West Indies, a large and efficient force of laborers, capable and experienced American overseers, and, lastly,

the advantage of the unusual, high ruling prices of cotton and other West India produce. When Mr. Kock arrived with his negroes from the United States, he was very anxious to procure some boards in Aux Cayes, but all I was able to get for him was 5,000 feet, the half of which I had to borrow. I have left Mr. Kock's employ in June last, because he would not agree to raise my salary to one thousand dollars (Spanish) per year, which amount I had meanwhile been offered by another party.

The temperature of A'Vache is pleasant, and the climate is salubrious. The seasons are pretty regular throughout the whole south of Hayti, and to my experience the crops of that country have never yet failed from climatical causes.

Done at Port au Prince, the 6th day of January, 1864.

EUGENE MULLER.

LEGATION OF THE UNITED STATES,
PORT AU PRINCE, HAYTI,
January 6th, A. D. 1864.

Then the above-named Eugene Müller came before me, at this Legation, and signed the foregoing affidavit, and made oath that it was true.

Witness my hand, and the seal of this Legation hereunto.

B. F. WHIDDEN, [L. S.]
U. S. Commissioner, &c.,
In Hayti.